| | . = | | 1. CONTRACT ID CODE | | PAGE OF | PAGES | |
|--|---|--|--|--|--------------|-----------------|-----------------|
| AMENDMENT OF SOLICITA | ATION/I | | | | | 1 | 1 |
| 2. AMENDMENT/MODIFICATION NO. 48 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. PROJ | IECT NO. (I | f applicable) ı |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CODE | | |
| John F. Kennedy Space (Procurement Office Kennedy Space Center, F | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRAC | CTOR (No. | street county State and Zin Cou | de) (x) | 9A. AMENDMENT OF SOLICI | TATION N | <u> </u> | |
| | 0,0,1,,10, | , on oor, county, class, and zip con | | 9A. AMENDMENT OF SOCIO | HAHONN | 0. | |
| Praxair, Inc. | | | | | | | |
| Attn: Susanna Telford | | | | 9B. DATED (SEE ITEM 11) | | | |
| 55 Old Ridgebury Rd. | | | | 10A. MODIFICATION OF CON | ITDA OT (C | DDED NO | |
| Danbury, CT 06810 | | | | | VIRACI/O | RDER NO. | |
| | | | | NAS10-12100 | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | FACI | LITY CODE | | August 09, 1994 | | | |
| 11. TI | HIS ITE | M ONLY APPLIES TO A | MENDMEN | | IS | | |
| The above numbered solicitation is a Offers must acknowledge receipt of this a | mendmen | t prior to the hour and date specifie | ed in the solicitati | on or as amended, by one of the | following r | | |
| (a) By completing Items 8 and 15, and re (c) By separate letter or telegram which in RECEIVED AT THE PLACE DESIGNATE OFFER. If by virtue of this amendment y makes reference to the solicitation and th 12. ACCOUNTING AND APPROPRIATION N/A | ncludes a r ED FOR TH ou desire to is amendm | eference to the solicitation and am IE RECEIPT OF OFFERS PRIOR o change an offer already submitte tent, and is received prior to the op | endment numbe TO THE HOUR : d, such change : | rs. FAILURE OF YOUR ACKNO AND DATE SPECIFIED MAY RE may be made by telegram or lette | WLEDGEN | MENT TO BE | E LOE VOLIB |
| | TEM AF | PLIES ONLY TO MODI | FICATIONS | OF CONTRACTS/OR | DFRS | | |
| IT MOI | DIFIES ' | THE CONTRACT/ORDE | ER NO. AS I | DESCRIBED IN ITEM 1 | 14. | | |
| (X) A. THIS CHANGE ORDER IS I ORDER NO. IN ITEM 10A. | SSUED PU | IRSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE N | MADE IN T | HE CONTR | ACT |
| appropriation date, etc.) SET FC | ORTH IN IT | ORDER IS MODIFIED TO REFLI EM 14, PURSUANT TO THE AUT | HORITY OF FAF | R 43.103(b). | s changes i | in paying off | īce, |
| X C. THIS SUPPLEMENTAL AGE FAR 52.243-1, "Chang | REEMENT Ies-Fixe | IS ENTERED INTO PURSUANT 1 d Price (Aug 1987)" | O AUTHORITY | OF: | | | |
| D. OTHER (Specify type of mod | dification a | nd authority) | | | | | |
| E. IMPORTANT: Contractor [] i | s not, | () is required to sign this doc | cument and rot | urn 3 copies to the issuing of | fina | | |
| | | ON (Organized by UCF section he | eadings, including | g solicitation/contract subject mai | tter where t | feasible.) | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to (a) correct minor grammatical errors and (b) to add provisions for determining the Reimbursement Cap for each Contract Year in Table B-4.I.2.D. Replacement pages 12.5, 12.6, 13.1, 13.2, and 13.4 are attached, reflecting these changes. | | | | | | | |
| Except as provided herein, all terms and | conditions | of the document referenced in Item | 19A or 10A, as h | eretofore changed, remains uncl | hanged and | d in full force | and effect. |
| 15A. NAME AND TITLE OF SIGNER (Ty Michael E. Kerr | pe or print, | | 16A. NAME AN | D TITLE OF CONTRACTING OF | FICER (T) | pe or print) | |
| Director, Government an | d Aeros | space Programs | | Morales tracting Officer | | | |
| 15B. CONTRACTOR/OFFEROR | 1 | 15C. DATE SIGNED | | TATES OF AMERICA | 1 | 16C. DATE | SIGNED |
| Muchael E. | en | April 22, 2002 | ву \iint | rsaf Porali | N | 4/24 | 1/02 |
| V (Signature of person authorized to NSN 7540-01-152-8070 | sign) | 30-1 | | nature of Contracting Officer) | D 500W | , , , | / |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

G. <u>Credit for Use of Government Tankers</u>

During the entire term of the contract the Government shall receive a credit of \$0.7085 per mile for each mile that a Government-owned/Contractor controlled tanker is utilized in the delivery of product to either a Government use location, a commercial customer, or between Contractor production and storage locations. All accrued credits during a specific month shall be identified on the invoice as a single line item and shall be deducted by the Contractor from the amount owed to the Contractor by the Government for that month.

H. Economic Price Adjustment Provision

- 1. The prices set forth in the above sections of this Article and annotated as "TBD" shall be subject to annual adjustment on December 1 of each year after the period December 1, 1995 through November 30, 1996, in accordance with the provisions herein. The period December 1, 1995 through November 30, 1996 shall be referred to as the "Baseline Year." The prices set forth in the above sections of this Article for the Baseline Year shall be referred to as the "Baseline Prices." Baseline Prices are not subject to adjustment under this provision.
- 2. The "Contract Year" prices for annual periods December 1, 1996 through November 30, 2000, were adjusted and computed based upon "N" factor specified below multiplied by the change from the Baseline Year of the Producer Price Index for Industrial Chemicals (PPI/IC) published by the Bureau of Labor Statistics. Price adjustments were computed using the following formula:

$$R = P\{1+N[(C/B)-1]\}$$

```
where:
R =
           Revised annual price
           Baseline price
P =
N =
           For product for SSC, Tier 1 = 0.5174
          For product for SSC, Tier 2 = 0.8693
   =
   =
           For product for SSC, Tier 3 = 0.8284
   =
          For product for SSC, Tier 4 = 1.0000
          For prices in Table B.4.D and Article B-4.E = 0.6737
   =
C =
B =
          Base price index = 128.8
```

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

The revised prices for the period 12/1/96 through 11/30/00 were computed using the PPI/IC published by the BLS. Each annual adjustment reflects the September index and was computed in accordance with the provisions of this article

3. The "TBD" prices for the annual periods December 1, 2000 through November 30, 2010, shall be computed using a 3-stack, composite index composed of three indexes published by the Bureau of Labor Statistics; for Electric Power – East South Central and Trucking except local, General Freight and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments shall be computed using the following formula:

 $R = P\{1+N[(C/B)-1]\}$

where:

R = Revised annual price

P = Baseline price

N = For product for SSC, Tier 1 = 0.7755

= For product for SSC, Tier 2 = 0.8693

= For product for SSC, Tier 3 = 0.8284

= For product for SSC, Tier 4 = 1.0000

= For prices in Table B.4.D and Article B-4.E = 0.6737

C = Current price index

B = Base price index = 128.8

Current Price

Index = $128.8 \times [$ x HHNG/\$1.56) + $(40\% \times \text{EPPI/99.83}) + (32\% \times \text{AOPPI/105.36})]$

Where:

"HHNG" is the average for the twelve calendar month period (October through September) of the "Most Recent Settle" [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

"EPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

"AOPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4213#3, Not Seasonally Adjusted, for Trucking except local, General Freight, as reported by the Bureau of Labor Statistics in October of the then-current year.

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

As soon as possible after the publication of the applicable September BLS and NYME indexes, the revised applicable price shall be computed in accordance with the provisions of this Article, and the contract shall be modified by the Contracting Officer accordingly.

- 3. Reimbursements during the period December 1, 1997 through November 30, 2010.
 - a. Beginning with the contract year starting December 1, 1997, the Contractor shall reimburse the Government, for each pound of LH₂ acquired from the other dual source, an amount equal to the difference between the values reflected in Table B-4.I.1., Values for Determining Reimbursements, and the corresponding prices reflected in Table B-4.C, for the applicable year and tier. This difference is captured in Table B-4.I.2., Reimbursement Rate. Reimbursement under this Article applies only to product delivered by the other dual source that counts toward the PCT's (see Article B-3.D.3) and only up to 6,000,000 pounds per contract year delivered by the other dual source. See also Article B-3.D.3, last paragraph.
 - b. The values used for determining reimbursements for the annual periods December 1, 1997 through November 30, 2000 as reflected in Table B-4.I.1 were computed using the following formula:

$$R=B\{1+.95[(C/128.8)-1]\}$$

where:

R = Revised annual value rounded to four decimal places

B = Baseline value from Table B-4.I.1.

C =

c. The values used for determining reimbursements for the annual periods December 1, 2000 through November 30, 2010 as reflected in Table B-4.I.1 will be those values from the dual source contract computed with the replacement EPA formula from Modification No. 60 to NAS10-12150.

In the event the values for determining reimbursements reflected in Table B-4.I.1 should be less than the corresponding prices reflected in Table B-4.C for the applicable Contract Year and tier, then any cost savings resulting from application of these two Tables may be used only to offset other reimbursements due for product acquired from the other dual source during the current and/or subsequent Contract Years. No Government payments for any such savings will be made, and the Contractor shall have no entitlement to share in any such savings beyond off-sets to reimbursements due the Government.

This formula shall not be subject to revision in the event the economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA is altered unless such alteration, if it occurs, results in lower revised annual prices than would be the case if said provision was not altered. Should this occur, then the above formula will be adjusted by mutual agreement to be consistent with such alteration of the other dual source's economic price adjustment provision.

For the period December 1, 1997 through November 30, 2000, the applicable economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA for purposes of this provision is the one in effect under Modification No. 30 to NAS10-12150.

For the period December 1, 2000 through November 30, 2010, the applicable economic price adjustment provision in the other dual source's contract NAS10-12150 with NASA for purposes of this provision is the one in effect under Modification No. 60 to NAS10-12150.

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|--|---|--|
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |

C. Effective 12/01/00, the reimbursement for the applicable Contract Year will be capped (the "Reimbursement Cap") to the following maximum amount of Contractor's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. The Reimbursement Cap will be applied after determining the amount of the reimbursement due for the applicable Contract Year. If the amount of the reimbursement due for the applicable Contract Year is greater than the Reimbursement Cap, then Contractor's reimbursement obligation will be equal to the Reimbursement Cap for such Contract Year. If the amount of the reimbursement due for the applicable Contract Year is less than or equal to the Reimbursement Cap for such Contract Year, then the Contractor's reimbursement obligation will be equal to the actual amount of the reimbursement due for such Contract Year.

To the extent that Contractor accrues off-set(s) during any Contract Year(s) as provided in the second paragraph of Article B-4.I.3.c., Contractor may at the end of any Contract Year, upon written notice to NASA, elect to apply such off-set(s) against Contractor's reimbursement obligation for such Contract Year. Contractor will specify the amount of the off-set that is to be applied against Contractor's reimbursement obligation for such Contract Year. Such off-set will be applied against Contractor's reimbursement obligation prior to the application of the Reimbursement Cap as provided above.

| AMENDMENT OF SOLICITA | FION | MODIFICATION OF O | | 1. CONTRACT ID CODE | PAGE OF PAGES | | |
|--|------------|-------------------------------------|--|---|---------------------------|--|--|
| 2. AMENDMENT OF SOLICITA 2. AMENDMENT/MODIFICATION NO. | I ION/ | | | ON/PURCHASE REQ. NO. | 1 1 1 | | |
| 49 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | 5. PROJECT NO. (If applicable) | | | |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINISTERED BY (If other than Item 6) CODE | | | | |
| John F. Kennedy Space Ce Procurement Office Kennedy Space Center, FL | · | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACT | OR (No. | , street, county, State, and Zip Co | de) (x) | 9A. AMENDMENT OF SOLICE | TATION NO. | | |
| Praxair, Inc. Attn: Susanna Telford 55 Old Ridgebury Rd. Danbury, CT 06810 | | | | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CON | TRACT/ORDER NO | | |
| = 4.1.24.7, 5.1. 555.75 | | | | | THACTORDER NO. | | |
| | | | | NAS10-12100 | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | FACI | LITY CODE | | • | | | |
| 11. THI | SITE | M ONLY APPLIES TO | MAENDMEN | August 09, 1994 | 10 | | |
| | | | | | | | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor X is is 14. DESCRIPTION OF AMENDMENT/MODI The purpose of this modification of the purpose of the purpose of this modification of the purpose of t | FICATION i | on (Organized by UCF section he | adings, including as reflected 9A or 10A, as he 16A. NAME AND Lisa | in the attached page 3 | er where feasible.) 4.2. | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to signature) | vn1 | 15C. DATE SIGNED | 16B. UNITED ST | TOTES OF AMERICA | 16C. DATE SIGNED 5/23/02 | | |
| NSN 7540-01-152-8070 | (11) | 20.1 | | ature of Contracting Officer) | | | |

PREVIOUS EDITION UNUSABLE

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|-------|-------------------------|---------------------|--------------------------|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487.874 | 846,714 |
| NS7509 | Feb-01 | \$ | | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | _ | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069, 4 11 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| FUNDING: | | | | | | |
| DELIVERY | ORDER FUNDIN | G: | | | \$11,795,000 | |
| VALUE OF | DELIVERIES: | | | | \$10,334,039 | |
| BALANCE F | REMAINING: | | | | \$1,460,961 | |
| | | | | | | |
| CONTRACT | VALUE & TOTA | L QUA | NTITIES DELIVER | RED: | \$10,334,039 | 7,636,410 |

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| | NDMENT OF SOLICITAT | ION | | | | | 1 | 1 |
| | NDMENT/MODIFICATION NO. 50 | | 3. EFFECTIVE DATE See Block 16C | | ON/PURCHASE REQ. NO. | 5. PRO | JECT NO. | (If applicable) |
| 6. ISSI | JED BY (| ODE | OP-OS | 7. ADMINISTE | RED BY (If other than Item 6) | CODE | = | |
| Pi | ohn F. Kennedy Space Ce rocurement Office ennedy Space Center, FL | | | | | <u> </u> | | |
| 8. NAN | E AND ADDRESS OF CONTRACTO | R (No., | street, county, State, and Zip Coo | le) (x) | 9A. AMENDMENT OF SOLICI | TATION N | 10 | |
| Pi At | raxair, Inc. tn: Susanna Telford 5 Old Ridgebury Rd. | | | | 9B. DATED (SEE ITEM 11) | | | |
| | anbury, CT 06810 | | | | 10A. MODIFICATION OF COM | ITRACT/C | RDFR NO | |
| , | ansary, or ocoro | | | | NAS10-12100 | 111010170 | MOLK NO | |
| | | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | | | ITY CODE | | August 09, 1994 | | | |
| | 11. THIS | ITEN | MONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | NS | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVE AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. It is written of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 2 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) | | | | | | | | ubmitted; or BE RECEIVED OFFER. If by lakes |
| | ORTANT: Contractor X is r | | is required to sign this docu | ment and return | 1.3 copies to the issuing office | 9. | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to update Table G-3A as reflected in the attached page 34.2. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Morales | | | | | | | | |
| | | | | | tracting Officer | | | |
| 15B. C | ONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED S | TATES OF AMERICA | | 16C. DATE | i |
| | (Signature of person with a fine of the street | | | BY M | a 11 kiah | | 4/3 | 2/02 |
| | (Signature of person authorized to sig | u) | | ✓ (Sign.) | ature of Contracting Officer) | | , , | / |

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| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|--------|-------------------------|---------------------|------------------------|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | _ | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
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| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
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| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401.400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809.00 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047.00 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494.00 | 380,184 |
| FUNDING: | | | | | | |
| DELIVERY | ORDER FUNDIN | G: | | | \$11,795,000 | |
| VALUE OF | DELIVERIES: | | | | \$11,276,092 | |
| BALANCE F | REMAINING: | | | | \$518,908 | |
| CONTRACT | T VALUE & TOTA | L QUAI | NTITIES DELIVER | RED: | \$11,276,092 | 8,850,681 |

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|---|---|--|--|---|---------------------|--|--|
| AMENDMENT OF SOLICITATION | | ONTRACT | , | 1 | 1 | | |
| 2. AMENDMENT/MODIFICATION NO. 51 | 3. EFFECTIVE DATE December 1, 2002 | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. PROJECT | NO. (If applicable) | | |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINISTE | RED BY (If other than Item 6) | CODE | | | |
| John F. Kennedy Space Center, Procurement Office Kennedy Space Center, FL 3289 | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. | . street, county, State, and Zip Co. | de) (x) | 9A. AMENDMENT OF SOLICI | TATION NO | | | |
| | ,,, ,, | | | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | |
| Praxair, Inc. | | | | | | | |
| Attn: Susanna Telford | | | 9B. DATED (SEE ITEM 11) | | | | |
| 55 Old Ridgebury Rd. | | | | | | | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CON | TRACT/ORDER | NO. | | |
| | | | NAS10-12100 | | | | |
| | | | | | | | |
| | | | 10B. DATED (SEE ITEM 13) | | | | |
| | LITY CODE | | August 09, 1994 | | | | |
| 11. THIS ITE | M ONLY APPLIES TO A | <u>AMENDMEN</u> | ITS OF SOLICITATION | NS | | | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by wittee of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF Contract Article B-4.H., Economic Price Adjustment Provision | | | | | | | |
| E. IMPORTANT: Contractor [X] is not, [14. DESCRIPTION OF AMENDMENT/MODIFICATION of AMENDMENT/MODIFICATION of this Modification 11/30/03, pursuant to Article B-4. Replacement pages 12.2, 12.3, 1 Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | is to establish pricing the H, Economic Price Adju 2.4, 13.3, and 13.4 are | e applicable ustment Prov attached, re 1 9A or 10A, as he 16A. NAME AN | prices for the period of vision. flecting this change. eretofore changed, remains unched of the period of the pe | ter where feasible f 12/01/02 tl | nrough | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED 12/10/97 | | ntracting Officer TATES OF AMERICA |) 16C. I | DATE SIGNED | | |
| (Signature of person authorized to sign) | | | nature of Contracting Officer) | | | | |
| NSN /5/0-03-152-2070 | 20.4 | A.F. | | | | | |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| | | December ' | I <u>, 1997</u> | through Novem | ber 30, | 2010 | | |
|-----------------------------------|------------|---------------|-----------------|-------------------|----------|----------------|---------|------------------|
| Values below represe Provision | ent the Ef | PA Formula co | ntained | in Article B-4.H(| 2), Ecor | nomic Price Ad | djustme | nt |
| Contract | Ţ | ier 1(\$) | | Tier 2 (\$) | T | ier 3 (\$) | | Tier 4 (\$) |
| <u>Year</u> | First | 400,000 lbs. | Next | 3,600,000 lbs. | | 2,000,000 lbs. | Ove | r 6,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |
| | | | — | 0.4400 | Ψ | 0.0100 | Ψ | 1.4997 |

| December 1, 2000 through November 30, 2010 | | | | | | | | | |
|--|-----------|-----------------|---------|----------------------|---------|------------------|---------------------|----------------|--|
| Values below repres | ent the E | EPA Formula con | ntaine | ed in Article B-4.H(| 3), Ec | onomic Price Ad | djustm | ent | |
| Provision | | | | | | | | | |
| Contract | | Tier 1(\$) | | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$)*** | |
| <u>Year</u> | First | 1,500,000 lbs. | Ne | xt 2,500,000 lbs. | Nex | t 2,000,000 lbs. | Over 6,000,000 lbs. | | |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 | |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 | |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 | |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 | |
| 12/01/03-11/30/04 | | TBD**** | TBD**** | | TBD**** | | TBD**** | | |
| 12/01/04-11/30/05 | | TBD**** | TBD**** | | TBD**** | | TBD**** | | |
| 12/01/05-11/30/06 | | TBD**** | | TBD**** | | TBD**** | | TBD**** | |
| 12/01/06-11/30/07 | | TBD**** | | TBD**** | | TBD**** | | TBD**** | |
| 12/01/07-11/30/08 | | TBD**** | | TBD**** | | TBD**** | | TBD**** | |
| 12/01/08-11/30/09 | | TBD**** | | TBD**** | | TBD**** | | TBD**** | |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | TBD**** | | TBD**** | | |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), <u>Economic Price Adjustment Provision</u>.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

NAS10-12100

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|-------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transporation Charges Per Mile (\$) |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | TBD* | TBD* |
| 12/01/04-11/30/05 | TBD* | TBD* |
| 12/01/05-11/30/06 | TBD* | TBD* |
| 12/01/06-11/30/07 | TBD* | TBD* |
| 12/01/07-11/30/08 | TBD* | TBD* |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | <u>Price</u> |
|-------------------|--------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | TBD* |
| 12/01/04-11/30/05 | TBD* |
| 12/01/05-11/30/06 | TBD* |
| 12/01/06-11/30-07 | TBD* |
| 12/01/07-11/30/08 | TBD* |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| <u>Period</u> | Charge |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound <u>First 1,500,000 lbs.</u> | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|---|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | TBD** | TBD** | TBD** |
| 12/01/04-11/30/05 | TBD** | TBD** | TBD** |
| 12/01/05-11/30/06 | TBD** | TBD** | TBD** |
| 12/01/06-11/30/07 | TBD** | TBD** | TBD** |
| 12/01/07-11/30/08 | TBD** | TBD** | TBD** |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 - 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|----------------------|---------------------|---------------------|
| Contract Year | First 1,500,000 lbs. | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| | White the same of | | · · · · · · · · · · · · · · · · · · · | | 1. CONTRACT ID CODE | | PAGE O | FPAGES |
|--|---|--|--|---|---|-----------------------------|--------------------------|-----------------|
| | NDMENT OF SOLICITA | | | | | | 1 | 1 |
| 2. AME | ENDMENT/MODIFICATION NO. 52 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. PR0 | DJECT NO. | (If applicable) |
| 6. ISSI | JED BY | CODE | OP-OS | 7. ADMINISTE | RED BY (If other than Item 6) | COD | E | |
| Pı | ohn F. Kennedy Space C rocurement Office ennedy Space Center, F | • | | | | | | |
| 8. NAN | E AND ADDRESS OF CONTRAC | TOR (No., | street, county, State, and Zip Coo | (x) | 9A. AMENDMENT OF SOLICI | TATION | NO. | |
| | | | VID: 0020199 | | | | | |
| Pr | axair, Inc. | | ` ' | | | | | |
| | tn: Susanna Telford | | | ļ | 9B. DATED (SEE ITEM 11) | | | |
| | Old Ridgebury Rd. | | | | | | | |
| Da | anbury, CT 06810 | | | | 10A. MODIFICATION OF COM | ITRACT/ | ORDER NO | 1. |
| | | | | | NAS10-12100 | | | |
| MA | | | | | 10B. DATED (SEE ITEM 13) | | | |
| AGE CODE | OLV ØI | FACILI | ITY CODE | | , | | | |
| | | | ONLY APPLIES TO A | MENDMEN | August 09, 1994 | MC. | | ····· |
| [] ₊ , | | | | | | | 7 | |
| Offers | e above numbered solicitation is an nust acknowledge receipt of this an | nended as : nendment | set form in Item 14. The hour and prior to the hour and date specifie | d in the solicitation | or receipt of Offers [] is exte on or as amended, by one of the | nded, į following | j is not ext methods: | ended. |
| (c) By s AT THE virtue of reference 12. AC | ompleting Items 8 and 15, and retu eparate letter or telegram which ind EPLACE DESIGNATED FOR THE I this amendment you desire to cha be to the solicitation and this amend COUNTING AND APPROPRIATIO | cludes a rei RECEIPT (nge an offe Iment, and | ference to the solicitation and am OF OFFERS PRIOR TO THE HO or already submitted, such change is received prior to the opening h | endment number UR AND DATE S may be made by | SPECIFIED MAY RESULT IN RE v telegram or letter, provided eac | WLEDGE | MENT TO I | BE RECEIVED |
| N | /A | | | | | | | |
| | 13. THIS IT IT MOD | EM API IFIES T | PLIES ONLY TO MODI THE CONTRACT/ORDE | FICATIONS ER NO. AS I | S OF CONTRACTS/OF DESCRIBED IN ITEM | RDERS 14 | S , | |
| (x) | A. THIS CHANGE ORDER IS IS NO. IN ITEM 10A. | SUED PUR | SUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN T | HE CONTR | RACT ORDER |
| Х | B. THE ABOVE NUMBERED CO appropriation date, etc.) SET FOL | NTRACT/ | ORDER IS MODIFIED TO REFLE M 14, PURSUANT TO THE AUT | CT THE ADMINI HORITY OF FAR | STRATIVE CHANGES (such as R 43.103(b). | changes | in paying of | fice, |
| | C. THIS SUPPLEMENTAL AGRI | EMENT IS | S ENTERED INTO PURSUANT T | O AUTHORITY (| OF: | | | |
| | D. OTHER (Specify type of modi | fication and | d authority) | ······ | | | | |
| | PORTANT: Contractor [X] is | |] is required to sign this docu | ment and retur | n 3 copies to the issuing office | ∋. | | |
| 14. DE | SCRIPTION OF AMENDMENT/MO | DIFICATIO | N (Organized by UCF section he | adings, including | solicitation/contract subject mat | er where | feasible.) | |
| Th | ne purpose of this modific | cation is | s to update Table G-3A | as reflected | d in the attached page | 34.2. | | |
| | | | | | | | | |
| Except | as provided herein, all terms and co | nditions of | the document referenced in Item | 9A or 10A, as he | eretofore changed, remains unch | anged an | d in full forc | e and effect. |
| 15A. N | AME AND TITLE OF SIGNER (Typ | e or print) | | Lisa | D TITLE OF CONTRACTING OF Morales tracting Officer | FICER (| Type or prin | (1) |
| 15B. C | ONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED S | Itracting Officer TATES OF AMERICA | , , | 16C. DAT | E SIGNED |
| | (Cinneture of account of the | -1 | | BY D | a Mosale | ン | 11/1 | 8/02 |
| | (Signature of person authorized to 40-01-152-8070 | sign) | 30-1 | | nature of Contracting Officer) | פס בסב | 1 20 /5 | 10.00 |
| | US EDITION UNUSABLE | | 30-1 | V U | STANDAF Prescribed FAR (48 CF | by GSA | • | . 10-83) |

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|-------|-------------------------|---------------------|------------------------|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| N\$7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809.00 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047.00 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494.00 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923.00 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,074.00 | 849,239 |
| FUNDING: | | | | | | |
| DELIVERY | ORDER FUNDIN | G: | | | \$12,988,551 | |
| VALUE OF | DELIVERIES: | | | | \$12,119,089 | |
| BALANCE F | REMAINING: | | | | \$869,462 | |
| CONTRACT | VALUE & TOTA | L QUA | NTITIES DELIVER | RED: | \$12,119,089 | 9,955,032 |

| AMENDMENT OF COLIGITATION | (1400) | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|--|--|--|--|--|
| 2. AMENDMENT OF SOLICITATION 2. AMENDMENT/MODIFICATION NO. | MODIFICATION OF CO | | | 1 1 |
| 53 | 3. EFFECTIVE DATE See Block 16C | | ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CODE |
| John F. Kennedy Space Center, Procurement Office Kennedy Space Center, FL 328 | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. | , street, county, State, and Zip Coo | de) (x) | 9A. AMENDMENT OF SOLICE | TATION NO. |
| Praxair, Inc. | | | | |
| Attn: Susanna Chung-Lim | | | 9B. DATED (SEE ITEM 11) | Management of the second of th |
| 55 Old Ridgebury Rd. | | | , | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CON | TRACT/ORDER NO. |
| | | | NAS10-12100 | |
| AGE CODE (XI) / (A) FACI | VID 002019 | 9 | 10B. DATED (SEE ITEM 13) | |
| <u> </u> | LITY CODE | | August 09, 1994 | |
| 11. THIS ITE | M ONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | NS . |
| X A. THIS CHANGE ORDER IS ISSUED PUI NO. IN ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT: appropriation date, etc.) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and | copies of the amendment; (b) Beference to the solicitation and ame OF OFFERS PRIOR TO THE HO er already submitted, such changed is received prior to the opening his required) PLIES ONLY TO MODITHE CONTRACT/ORDERSUANT TO: (Specify authority) FORDER IS MODIFIED TO REFLEEM 14, PURSUANT TO THE AUTITED INTO PURSUANT TO THE AUTITED INTO PURSUANT TO THE AUTHORIZED INTO PURSUANT TO THE | y acknowledging endment number UR AND DATE: a may be made by our and date specific a | receipt of this amendment on ears. FAILURE OF YOUR ACKNOW SPECIFIED MAY RESULT IN REJY telegram or letter, provided each cified. SOF CONTRACTS/OR DESCRIBED IN ITEM 1 SET FORTH IN ITEM 14 ARE MAY STRATIVE CHANGES (such as a 43.103(b). | ch copy of the offer submitted; or VLEDGEMENT TO BE RECEIVED JECTION OF YOUR OFFER. If by a telegram or letter makes DERS, 14. ADE IN THE CONTRACT ORDER Changes in paying office, |
| E. IMPORTANT: Contractor X is not, | is required to sign this docu | ment and return | 1.3 copies to the issuing office | |
| The purpose of this modification i Except as provided herein, all terms and conditions of the conditi | s to update Table G-3A | as reflected 9A or 10A, as he 16A. NAME ANI Lisa | in the attached page 3 | 14.2. |
| 15B. CONTRACTOR/OFFEROR | 1 | 16B. UNITED S | TATES OF AMERICA | 18C. DATE SIGNED |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | | ature of Contracting Officer) | 10/1/10 |
| 1011 10 10 10 10 10 10 10 10 | 30-10 | 15 | CTANDAD | D FORM 20 (Day 40.00) |

PREVIOUS EDITION UNUSABLE

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|-------|-------------------------|---------------------|------------------------|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | _ | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Арг-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | = | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426.620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 |
| NS7509 | Nov-02 | | | 395,279 | \$206,973 | 271,600 |
| FUNDING: | | | | | | |
| | ORDER FUNDING | G: | | | \$12,988,551 | |
| - | DELIVERIES: | | | | \$12,326,062 | |
| BALANCE R | EMAINING: | | | • | \$662,488 | |
| CONTRACT | VALUE & TOTAL | L QUA | NTITIES DELIVER | ED: | \$12,326,062 | 10,226,632 |

| A 34F | NOMENT OF OOL OUT | . T.O. | | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|-------------------------------|--|---------------------------------------|---|----------------------------------|--|---|
| | NDMENT OF SOLICITA | AHON | | | | 1 1 |
| | ENDMENT/MODIFICATION NO. 54 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISS | UED BY | CODE | OP-OS | 7. ADMINISTE | RED BY (If other than Item 6) | CODE |
| Р | ohn F. Kennedy Space (rocurement Office ennedy Space Center, F | | | | | |
| 8. NAI | ME AND ADDRESS OF CONTRAC | TOR (No. | , street, county, State, and Zip Coo | de) (x) | 9A. AMENDMENT OF SOLICE | TATION NO |
| | | | • | | | |
| A 5 | raxair, Inc. ttn: Susanna Chung-Lim 5 Old Ridgebury Rd. | | | | 9B. DATED (SEE ITEM 11) | |
| ט | anbury, CT 06810 | | | | 10A. MODIFICATION OF CON | ITRACT/ORDER NO. |
| | | | | | NAS10-12100 | |
| | | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | | | LITY CODE | | August 09, 1994 | |
| | 11. TH | IS ITE | M ONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | VS |
| (a) By | e above numbered solicitation is armust acknowledge receipt of this are completing items 8 and 15, and returns a solicitation of the solicitation of the solicitation in the solicitation of the solicitation | mendment ırnina | prior to the hour and date specifie | d in the solicitation | on or as amended, by one of the f | following methods: |
| AT THI virtue o referen | eparate letter of telegram which in | RECEIPT Inge an off Imgent, and | ererence to the solicitation and am OF OFFERS PRIOR TO THE HO er already submitted, such change d is received prior to the opening h | endment number: UR AND DATE S | s. FAILURE OF YOUR ACKNOW SPECIFIED MAY RESULT IN RE. | WLEDGEMENT TO BE RECEIVED |
| N | I/A | - | · , | | | |
| | 13. THIS IT IT MOD | EM AP | PLIES ONLY TO MODI THE CONTRACT/ORDE | FICATIONS | OF CONTRACTS/OR | DERS, |
| (x) | A. THIS CHANGE ORDER IS IS NO. IN ITEM 10A. | SUED PU | RSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE MA | ADE IN THE CONTRACT ORDER |
| Х | B. THE ABOVE NUMBERED CO appropriation date, etc.) SET FO | NTRACT. | ORDER IS MODIFIED TO REFLE | CT THE ADMINI: HORITY OF FAR | STRATIVE CHANGES (such as a 43.103(b). | changes in paying office, |
| | C. THIS SUPPLEMENTAL AGRI | EEMENT I | S ENTERED INTO PURSUANT T | O AUTHORITY C | OF: | |
| | D. OTHER (Specify type of modi | fication ar | nd authority) | | | |
| F 1345 | ODTANT O [V]. | | 1 | | | |
| 14 DE | PORTANT: Contractor [X] is SCRIPTION OF AMENDMENT/MO | S not, | is required to sign this docu | ment and return | 3 copies to the issuing office | - |
| Th | ne purpose of this modification. Replacement page | cation i | s to (a) update Points of | f Contact for | Stennis Space Center | and (h) undate Table |
| Except a | as provided herein, all terms and co AME AND TITLE OF SIGNER <i>(Typ</i> | e or print) | f the document referenced in Item | 16A. NAME AND Lisa | TITLE OF CONTRACTING OF Morales | inged and in full force and effect. FICER (Type or print) |
| | ONTRACTOR/OFFEROR | | | | tracting Officer TAYES OF AMERICA Was Winal | 16C. DATE SIGNED |
| | (Signature of person authorized to | sign) | | | ature of Contracting Officer) | -10/100 |
| 149M \2 | 40-01-152-8070 | | 30-10 |)5 | STANDAD | D FORM 20 (Day 40 00) |

PREVIOUS EDITION UNUSABLE

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified Destinations

Normal Receiving Hours (Local Time) 1.2

Stennis Space Center (SSC)³

Bay St. Louis, MS

7 a.m. - 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

| Requirements Point of Contact (RPC) | Contracting Point of Contact (CPC) | Finance Point of Contact (FPC) |
|--|---|--|
| Gloria Jordan Lockheed Martin Building 8301 SSC, MS 39529 (228) 688-2250 | Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3764 | Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2606 |

ARTICLE F-2 ORDERING PROCEDURES

- A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:
 - Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
 - 2. Contract Number and Delivery Order Number.
 - 3. Period in which deliveries shall be made pursuant to such orders.
 - 4. Receiving destination(s).
 - 5. Necessary shipping instructions, including "Mark For" data.
 - 6. The Delivery Order value and the total funds available (Articles G-2 and G-3).

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|--|-------|-------------------------|---------------------|--|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 |
| NS7509 | Nov-02 | | | 395,279 | \$206,973 | 271,600 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937 | 108,800 |
| NS7509 | Jan-03 | | | 347,750 | \$717,253 | 332,480 |
| VALUE OF | ORDER FUNDING DELIVERIES: REMAINING: | G: | | | \$13,988,551 \$13,204,252 \$784,298 | |
| CONTRACT | Γ VALUE & TOTA | L QUA | NTITIES DELIVER | RED: | \$13,2 04 ,252 | 10,667,912 |

| AMENDMENT OF SOLICITAT | ONIMA | ODIEICATION OF CO | NITOACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|--|---|--|---|
| | | | | | |
| 2. AMENDMENT/MODIFICATION NO. 55 | | EFFECTIVE DATE See Block 16C | 4. REQUISIT | ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY C | ODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CODE |
| John F. Kennedy Space Cer Procurement Office Kennedy Space Center, FL | | ASA | | | |
| 8. NAME AND ADDRESS OF CONTRACTO | R (No., str | eet, county, State, and Zip Co | de) (x) | 9A. AMENDMENT OF SOLICI | FATION NO. |
| Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810 | | | | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CON | TRACT/ORDER NO |
| Danbury, CT 00010 | | | | NAS10-12100 | TRACTIONDER NO. |
| | | | | NAS 10-12100 | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | FACILITY | CODE | | August 09, 1994 | |
| 11. THIS | ITEM (| ONLY APPLIES TO A | MENDME | NTS OF SOLICITATION | IS |
| The above numbered solicitation is amen Offers must acknowledge receipt of this amer | ded as set | forth in Item 14. The hour and to the hour and date specific | d date specified | for receipt of Offers [] is exterion or as amended, by one of the f | nded, [] is not extended. |
| (a) By completing items 8 and 15, and returning (c) By separate letter or telegram which include AT THE PLACE DESIGNATED FOR THE REvirtue of this amendment you desire to change reference to the solicitation and this amendment 12. ACCOUNTING AND APPROPRIATION EN/A 13. THIS ITEM IT MODIF (x) A. THIS CHANGE ORDER IS ISSUENCE. | es a refere CEIPT OF an offer a ent, and is ATA (If re- | ence to the solicitation and am OFFERS PRIOR TO THE HO diready submitted, such change received prior to the opening hardward) JES ONLY TO MODIES ONTRACT/ORDI | endment numbe PUR AND DATE e may be made I lour and date sp FICATION ER NO. AS | SPECIFIED MAY RESULT IN REJ by telegram or letter, provided each ecified. S OF CONTRACTS/OR DESCRIBED IN ITEM | VLEDGEMENT TO BE RECEIVED SECTION OF YOUR OFFER. If by In telegram or letter makes DERS, |
| X B. THE ABOVE NUMBERED CONT appropriation date, etc.) SET FORTH | I IN ITEM | 14, PURSUANT TO THE AUT | HORITY OF FA | R 43.103(b). | changes in paying office, |
| C. THIS SUPPLEMENTAL AGREEM | MENT IS E | NTERED INTO PURSUANT T | O AUTHORITY | OF: | |
| D. OTHER (Specify type of modifica | tion and a | uthority) | | | |
| E. IMPORTANT: Contractor [X] is n | _ν [] | is required to sign this deep | | no O combo do Abraha do Albando de Arrando d | |
| 14. DESCRIPTION OF AMENDMENT/MODIF | ICATION | is required to sign this doct (Organized by UCF section he | iment and retu adings, including | rn <u>3</u> copies to the issuing office g solicitation/contract subject matte | er where feasible.) |
| The purpose of this modifica | tion is t | o update Table G-3A | as reflecte | d in the attached page 3 | 34.2. |
| . | | | | | |
| Except as provided herein, all terms and condi 15A. NAME AND TITLE OF SIGNER (Type of | tions of the print) | e document referenced in Item | 16A. NAME AN Lisa | ID TITLE OF CONTRACTING OF A Morales | inged and in full force and effect. FICER (Type or print) |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED | ntracting Officer STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign | 1) | - | BY (Sig | nature of Contracting Officer) | 4/18/03 |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|--|-------|-------------------------|---------------------|--|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | _ | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | · · · - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | • • | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609.585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 |
| NS7509 | Jul-02 | | | 577,7 79 | \$312,047 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 |
| NS7509 | Nov-02 | | | 395,279 | \$206,973 | 271,600 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937 | 108,800 |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253 | 332,480 |
| NS7509 | Feb-03 | | | 548,139 | \$949,980 | 441,123 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340 | 407,580 |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447 | 404,560 |
| NS7509 | May-03 | | | 337,664 | \$138,533 | 230,116 |
| | ORDER FUNDIN DELIVERIES: EMAINING: | G: | | | \$17,297,866 \$15,738,553 \$1,559,313 | |
| | | L QUA | NTITIES DELIVER | RED: | \$15,738,553 | 12,151,291 |

| AMENDMENT | OF SOLICITATION | MODIFICATION OF CO | NITOACT | 1. CONTRACT ID CODE | PAGE 0 | F PAGES | | |
|---|---|---|---|---|---|---------------|--|--|
| 2. AMENDMENT/MO | | 3. EFFECTIVE DATE | | ON/PURCHASE REQ. NO. | | 1 | | |
| | 56 | See Block 16C | 4. 1(200011) | ON/FORCHASE REQ. NO. | 5. PROJECT NO. | (п аррисавіе) | | |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINIST | RED BY (If other than Item 6) | CODE | | | |
| Procureme | nnedy Space Center, nt Office pace Center, FL 328 | | | | | | | |
| 8. NAME AND ADDI | RESS OF CONTRACTOR (No | , street, county, State, and Zip Coo | (a) (v) | QA AMENDMENT OF COLICE | TATION NO | | | |
| | | VID: 0022019 KRED: 10058 | q (x) | 9A. AMENDMENT OF SOLICI | ITATION NO. | | | |
| Praxair, Inc | | VPED: 10058 | 0 , | on DITTO (0.55 | | | | |
| 55 Old Ride | nna Chung-Lim gebury Rd. | LLT. 10 2. | | 9B. DATED (SEE ITEM 11) | | | | |
| Danbury, C | T 06810 | | | 10A. MODIFICATION OF COM | NTRACT/ORDER NO |). | | |
| | | | | NAS10-12100 | | | | |
| | | | | 10B. DATED (SEE ITEM 13) | * | | | |
| CODE | | LITY CODE | | August 09, 1994 | | _ | | |
| | 11. THIS ITE | M ONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | NS | | | |
| The above numb | pered solicitation is amended a edge receipt of this amendmen | s set forth in Item 14. The hour and t prior to the hour and date specifie | d date specified for | or receipt of Offers [] is extern or as amended, by one of the | ended, [] is not ext following methods: | tended. | | |
| AT THE PLACE DES virtue of this amendm reference to the solic | or telegram which includes a r SIGNATED FOR THE RECEIPT Tent you desire to change an of | copies of the amendment; (b) B eference to the solicitation and am OF OFFERS PRIOR TO THE HO fer already submitted, such changed is received prior to the opening hold frequired) | endment number UR AND DATE (may be made by | s. FAILURE OF YOUR ACKNOT SPECIFIED MAY RESULT IN RE A telegram or letter, provided ago | WLEDGEMENT TO | BE RECEIVED | | |
| | 13. THIS ITEM AF | PPLIES ONLY TO MODI | FICATIONS | OF CONTRACTS/OF | RDERS, | | | |
| (x) A. THIS CH | HANGE ORDER IS ISSUED PU | THE CONTRACT/ORDERSUANT TO: (Specify authority) | THE CHANGES | DESCRIBED IN ITEM SET FORTH IN ITEM 14 ARE M | 14. | MOT ODDER | | |
| NO. IN ITEM | VI 10A. | (opcony admonty) | THE OWNIVOED | OLITORIN IN HEIM 14 ARE M | IADE IN THE CONTR | CACT ORDER | | |
| X B. THE ABO | OVE NUMBERED CONTRACT on date, etc.) SET FORTH IN IT | ORDER IS MODIFIED TO REFLE EM 14, PURSUANT TO THE AUT | CT THE ADMINI HORITY OF FAR | THE ADMINISTRATIVE CHANGES (such as changes in paying office, ITY OF FAR 43.103(b). | | | | |
| C. THIS SU | JPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT T | O AUTHORITY (| OF: | | | | |
| D. OTHER | (Specify type of modification a | nd authority) | | | | | | |
| | | | | | | | | |
| E. IMPORTANT: | Contractor [X] is not, [| is required to sign this docu ON (Organized by UCF section here | ment and return | 3 copies to the issuing office | B. | | | |
| | | | | | • | | | |
| The purpose | e of this modification | is to update Table G-3A | as reflected | in the attached page 3 | 34.2. | | | |
| | | | | | | | | |
| Except as provided he | erein, all terms and conditions of | of the document referenced in Item | 9A or 10A as he | retofore channed remains unch | anged and in full for- | e and officer | | |
| 15A. NAME AND TIT | LE OF SIGNER (Type or print) | 1. 1011 | 16A. NAME ANI | O TITLE OF CONTRACTING OF | FICER (Type or prin | t) | | |
| | | | | Morales | | | | |
| 15B. CONTRACTOR | VOFFEROR | 15C. DATE SIGNED | 16B, UNITED S | tracting Officer TATES OF AMERICA | 16C. DATI | E CIGNED | | |
| | | | | 20 OI FUNLINION | IOC. DATI | e Jiuneu | | |
| (Signature of | person authorized to sign) | _ | BY (Sign | ature of Contracting Officer) | | | | |
| NSN 7540-01-152-80 | 70 | 30-10 | | | RD FORM 30 (Rev. | 10-83) | | |
| PREVIOUS EDITION | UNUSABLE | | | Prescribed | by GSA | , | | |

FAR (48 CFR) 53.243

| ORDER | FOR | | DELIVERY | MONTHLY | VALUE OF | QUANTITY |
|-----------|---------------|-------|-----------------|-----------|--------------|---------------------|
| NO. | MONTH OF | OR | DER FUNDING | FORECAST | DELIVERIES | DELIVERED |
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,236 | 296,675 |
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| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 |
| NS7509 | Nov-02 | | | 395,279 | \$206,973 | 271,600 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937 | 108,800 |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253 | 332,480 |
| NS7509 | Feb-03 | | | 548,139 | \$949,980 | 44 1,123 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340 | 407,580 |
| NS7509 | Арг-03 | | 1,000,000.00 | 306,385 | \$568,447 | 404,560 |
| NS7509 | May-03 | | | 337,664 | \$138,533 | 230,116 |
| NS7509 | Jun-03 | | | 231,276 | \$39,364 | 64,220 |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,870 | 281,424 |
| FUNDING: | | | | | | |
| | ORDER FUNDING | G: | | | \$17,702,866 | |
| | DELIVERIES: | | | | \$15,948,787 | |
| BALANCE R | EMAINING: | | | | \$1,754,079 | |
| CONTRACT | VALUE & TOTA | L QUA | NTITIES DELIVER | RED: | \$15,948,787 | 12,496,935 |

| | | | | CONTRACT ID CODE | | PAGE O | F PAGES |
|---|--|--|--|---|---------------------|----------------------------|-----------------|
| AMENDMENT OF SOLICITAT | ION/N | | | | | 1 | 1 |
| 2. AMENDMENT/MODIFICATION NO. 57 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. P | ROJECT NO. | (If applicable) |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CC | ODE | |
| John F. Kennedy Space Ce Procurement Office Kennedy Space Center, FL | | | | | | L | |
| 8. NAME AND ADDRESS OF CONTRACTO | OR (No., | street, county, State, and Zip Coo | le) (x) | 9A. AMENDMENT OF SOLICE | ITATIO | N NO. | |
| Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. | | | | 9B. DATED (SEE ITEM 11) | | | |
| Danbury, CT 06810 | | | | 10A. MODIFICATION OF CON | ITRAC | T/ORDER NO. | |
| | | | | NAS10-12100 | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | FACIL | ITY CODE | | August 09, 1994 | | | |
| 11. THI | SITF | M ONLY APPLIES TO A | MENDMEN | | ıs | | |
| The above numbered solicitation is ame Offers must acknowledge receipt of this ame | nded as a | set forth in Item 14. The hour and prior to the hour and date specified | date specified fo I in the solicitation | r receipt of Offers [] is extern or as amended, by one of the fo | nded, [ollowing | methods: | |
| (a) By completing Items 8 and 15, and return By separate letter or telegram which includes THE PLACE DESIGNATED FOR THE RECIvitue of this amendment you desire to chang to the solicitation and this amendment, and is 12. ACCOUNTING AND APPROPRIATION N/A | a refere EIPT OF ge an offe receive | nce to the solicitation and amendr OFFERS PRIOR TO THE HOUR or already submitted, such change of prior to the opening hour and da | nent numbers. F. AND DATE SPE may be made by | AILURE OF YOUR ACKNOWLE CIFIED MAY RESULT IN REJEC | DGEM | ENT TO BE RI | ECEIVED AT |
| 13. THIS ITE | M AP | PLIES ONLY TO MODI | FICATIONS | OF CONTRACTS/OR | DER | S. | |
| IT MODI | FIES 1 | THE CONTRACT/ORDE | ER NO. AS [| DESCRIBED IN ITEM 1 | 14. | | |
| (x) A. THIS CHANGE ORDER IS ISSI NO. IN ITEM 10A. | JED PUI | RSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN | THE CONTR | ACT ORDER |
| B. THE ABOVE NUMBERED CON appropriation date, etc.) SET FORT | H IN ITE | M 14, PURSUANT TO THE AUTI | HORITY OF FAR | 43.103(b). | change | es in paying off | īce, |
| X C. THIS SUPPLEMENTAL AGREE | | | | DF: | | | |
| FAR 52.243-1, Changes D. OTHER (Specify type of modific | | | parties | | | | |
| 2. 2. Carrier (opening type of modifie | anon and | · dationty) | | | | | |
| E. IMPORTANT: Contractor [] is r 14. DESCRIPTION OF AMENDMENT/MOD | | | ocument and re | eturn 3 copies to the issuing | office. | | |
| 14. DESCRIPTION OF AMENDMENT/MOD | IFICATIC | IN (Organized by OOF section nea | aaings, incluaing | solicitation/contract subject matte | er where | e teasible.) | |
| The purpose of this modificate Article G-7. This change is made a part of this contract. | incorp | to (a) incorporate upda orated as a no cost cha | ited ARticle nge. Replac | G-6, NFS 18-52.245-73 cement pages 32 and 3 | 3 and 33 are | l (b) delete e attached | e and |
| | | | | | | | |
| Except as provided herein, all terms and cond | ditions of | the document referenced in Item | 9A or 10A, as hei | etofore changed, remains uncha | inged <u>a</u> | nd in full force | and effect. |
| 15A. NAME AND TITLE OF SIGNER (Type Susanna Chung Lim | or print) | | | D TITLE OF CONTRACTING OF | FICER | (Type or print) | |
| Account Administrator | | | | Morales | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | racting Officer TATES OF AMERICA | | 16C. DATE | SIGNED |
| dusanna Chuna X | O· Una | 10/09/03 | BY X | a Worden |) | 101 | 10/02 |
| (Signature of person authorized to signature | gn) | | (Sign | ature of Contracting Officer) | | 1 | 0/05 |
| NSN 7540-01-152-8070 | | 30-16 | 05 | STANDAF | RD FO | RM 30 (Rev. | 10-83) |

Prescribed by GSA FAR (48 CFR) 53.243

NAS10-12100 Mod No. 57

C. The Contractor shall be responsible to inspect all GFP prior to their transfer and shall notify the Government of any discrepancies. The Government will take appropriate action, at no cost to the Contractor, prior to transfer, to correct all discrepancies to the Contractor's satisfaction. At a schedule mutually acceptable to both the Contractor and the Government, this inspection process and discrepancy correction will be made in a timely manner prior to the performance period for LH₂ delivery.

ARTICLE G-5 CONTRACTOR LIABILITY FOR GFP

NOTE: This article applies at the time Contractor assumes responsibility for GFP (execution of DD Form 1149).

The Contractor shall provide insurance coverage for the Government-furnished conveyances to the same degree the Contractor-owned conveyances are covered for delivery of LH₂ to commercial customers, other Government customers, and/or between Contractor production and storage locations.

ARTICLE G-6 18-52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (AUGUST 2001)

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

 (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

 (3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: John F. Kennedy Space Center, NASA, Attn: TA-E1, Chief, Industrial Property Office, Kennedy Space Center, FL 32899, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (c) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15*. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15*. The Contracting Officer may, in

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NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

*Deviation for the NF 1018 reporting date changed per NASA Procurement Information Circular PIC 03-18 dated September 4, 2003.

ARTICLE G-7 Deleted (per Modification No. 57)

| AMENDMENT OF SOLICITATION/M | IODIEICATION OF CO | 1. CONTRACT ID CODE | PAGE OF PAGES | | | | | |
|--|---|-----------------------------|---|---|--|--|--|--|
| | B. EFFECTIVE DATE | | ON/DUDGUACE DEC. NO. | 1 1 | | | | |
| 58 | December 1, 2003 | 4. REQUISIT | ON/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | | | | |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINISTI | RED BY (If other than Item 6) | CODE | | | | |
| John F. Kennedy Space Center, N. Procurement Office | | | | | | | | |
| Kennedy Space Center, FL 32899 |) | | | | | | | |
| | | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., s | treet, county, State, and Zip Coo | ie) (x) | 9A. AMENDMENT OF SOLICI | TATION NO. | | | | |
| Praxair, Inc. | | | | | | | | |
| Attn: Susanna Telford | | | 9B. DATED (SEE ITEM 11) | | | | | |
| 55 Old Ridgebury Rd. | | | · | | | | | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF COM | NTRACT/ORDER NO. | | | | |
| • , | | | NAS10-12100 | | | | | |
| | | • | | | | | | |
| CODE FACILITY | YCODE | | 10B. DATED (SEE ITEM 13) | | | | | |
| | | | August 09, 1994 | | | | | |
| | | | ITS OF SOLICITATIO | NS | | | | |
| The above numbered solicitation is amended as sei Offers must acknowledge receipt of this amendment pr | t forth in Item 14. The hour and rior to the hour and date specifie | date specified fo | r receipt of Offers [] is extend on or as amended, by one of the | ded, [] is not extended. following methods: | | | | |
| (a) By completing items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | | |
| 13. THIS ITEM APP | LIES ONLY TO MODI | FICATIONS | OF CONTRACTS/OF | RDERS | | | | |
| IT MODIFIES TH | HE CONTRACT/ORDE | ER NO. AS | DESCRIBED IN ITEM | 14 | | | | |
| (x) A. THIS CHANGE ORDER IS ISSUED PURS NO. IN ITEM 10A. | SUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN THE CONTRACT ORDER | | | | |
| B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN ITEM | # 14, PURSUANT TO THE AUT | HORITY OF FAF | R 43.103(b). | changes in paying office, | | | | |
| X C. THIS SUPPLEMENTAL AGREEMENT IS | | | DF: | | | | | |
| D. OTHER (Specify type of modification and | omic Price Adjustment | Provision | | | | | | |
| 2. STREET (Spoony type of mountains and | addionty) | | | | | | | |
| E. IMPORTANT: Contractor [X] is not, [] | is required to sign this docur | ment and return | copies to the issuing office | 20 | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION | (Organized by UCF section he | adings, including | solicitation/contract subject matt | ter where feasible.) | | | | |
| The purpose of this Modification is 11/30/04 pursuant to Article B-4.H, | to establish pricing the Economic Price Adjus | e applicable stment Prov | prices for the period of ision. | f 12/01/03 through | | | | |
| Replacement pages 12.2, 12.3, 12. | 4, 13.3, and 13.4 are a | attached, re | flecting this change. | | | | | |
| Except as provided herein, all terms and conditions of to 15A. NAME AND TITLE OF SIGNER (Type or print) | he document referenced in Item | 16A. NAME AN Lisa | eretofore changed, remains unch D TITLE OF CONTRACTING OF Morales tracting Officer | anged and in full force and effect. FICER (Type or print) | | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | JATES OF AMERICA | 16C. DATE SIGNED | | | | |
| | 12/10/97 | ву | in Merall | 2 1/10/00 | | | | |
| (Signature of person authorized to sign) | | | nature of Contracting Officer) | - 11/103 | | | | |
| NSN 7540-01-152-8070 | 30-10 | 05 | STANDAD | RD FORM 30 (Rev. 10-83) | | | | |

PREVIOUS EDITION UNUSABLE

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| | | <u>December</u> | 1, 1997 tl | rough Novem | ber 30, | 2010 | | |
|-----------------------------------|------------|-----------------|-------------|------------------|-------------|---------------|-------------|----------------|
| Values below represe Provision | ent the EF | A Formula co | ntained ir | n Article B-4.H(| 2), Econ | omic Price Ad | ljustment | t |
| Contract Tier 1(\$) | | Т | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$) | |
| <u>Year</u> | First 4 | 400,000 lbs. | Next 3 | ,600,000 lbs. | | ,000,000 lbs. | | 3,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |

| December 1, 2000 through November 30, 2010 | | | | | | | | | | |
|--|-----------|----------------|-----------|----------------------|---------|-----------------|-----------|-------------------|--|--|
| Values below repres | ent the E | EPA Formula co | ntaine | ed in Article B-4.H(| 3), Ec | onomic Price Ad | ljustm | nent | | |
| Provision Contract | | Tion 1(t) | | Tion () (ft) | | Tine 0 (ft) | | T' 4 (4) total | | |
| | F714 | Tier 1(\$) | | Tier 2 (\$) | | Tier 3 (\$) | _ | Tier 4 (\$)*** | | |
| <u>Year</u> | First | 1,500,000 lbs. | <u>Ne</u> | xt 2,500,000 lbs. | Next | 2,000,000 lbs. | <u>Ov</u> | er 6,000,000 lbs. | | |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 | | |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 | | |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 | | |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 | | |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 | | |
| 12/01/04-11/30/05 | | TBD**** | | TBD**** | | TBD**** | • | TBD**** | | |
| 12/01/05-11/30/06 | | TBD**** | | TBD**** | TBD**** | | TBD**** | | | |
| 12/01/06-11/30/07 | TBD**** | | TBD**** | | TBD**** | | TBD**** | | | |
| 12/01/07-11/30/08 | TBD**** | | TBD**** | | TBD**** | | TBD**** | | | |
| 12/01/08-11/30/09 | TBD**** | | TBD**** | | TBD**** | | TBD**** | | | |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | | TBD**** | | TBD**** | | |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), <u>Economic Price Adjustment Provision</u>.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

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TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|-------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transporation Charges Per Mile (\$) |
| | | |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | TBD* | TBD* |
| 12/01/05-11/30/06 | TBD* | TBD* |
| 12/01/06-11/30/07 | TBD* | TBD* |
| 12/01/07-11/30/08 | TBD* | TBD* |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | <u>Price</u> |
|-------------------|--------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | TBD* |
| 12/01/05-11/30/06 | TBD* |
| 12/01/06-11/30-07 | TBD* |
| 12/01/07-11/30/08 | TBD* |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| <u>Period</u> | <u>Charge</u> |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound <u>First 1,500,000 lbs.</u> | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|---|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | TBD** | TBD** | TBD** |
| 12/01/05-11/30/06 | TBD** | TBD** | TBD** |
| 12/01/06-11/30/07 | TBD** | TBD** | TBD** |
| 12/01/07-11/30/08 | TBD** | TBD** | TBD** |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| Contract Year | Tier 1(\$)/Pound <u>First 400,000 lbs.</u> | Tier 2(\$)/Pound Next 3,600,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|---|---|--|
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 - 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|----------------------|---------------------|---------------------|
| Contract Year | First 1,500,000 lbs. | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| AMENDMENT OF COLUMN AND ADDRESS OF COLUMN | | | | | CONTRACT ID CODE | | PAGE OF PAGES | |
|--|---|----------|---|--|--------------------------------|----------|-------------------------------|------------------------------|
| | NDMENT OF SOLICITAT | FION/ | | | | | 1 | 1 |
| | ENDMENT/MODIFICATION NO. 59 | | 3. EFFECTIVE DATE See Block 16C | | TION/PURCHASE REQ. NO. | 5. PRO | DJECT NO. | (If applicable) |
| 6. ISS | UED BY | CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | COD | E | |
| Р | ohn F. Kennedy Space Ce rocurement Office ennedy Space Center, FL | · | | | | | <u> </u> | |
| 8. NAI | ME AND ADDRESS OF CONTRACT | OR (No. | , street, county, State, and Zip Coo | (x) | 9A. AMENDMENT OF SOLICI | TATION I | NO. | |
| P A | raxair, Inc. ttn: Susanna Chung-Lim 5 Old Ridgebury Rd. | | | | 9B. DATED (SEE ITEM 11) | | | |
| D | anbury, CT 06810 | | | | 10A. MODIFICATION OF COM | ITRACT/0 | ORDER NO | i. |
| | • | | | | NAS10-12100 | | | |
| | | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | - | FACI | LITY CODE | | August 09, 1994 | | | |
| | 11. TH | S ITE | M ONLY APPLIES TO A | MENDME | NTS OF SOLICITATION | IS | | |
| (a) By c By sepa THE PI virtue of to the s | [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| Except 15A. N | SCRIPTION OF AMENDMENT/MODINE THE PURPOSE OF this modification as provided herein, all terms and contact of the signer of the | ation is | on <i>(Organized by UCF section hei</i> s to update Table G-3A | 9A or 10A, as he 16A. NAME AI Lisa COr 16B. UNITED | l in the attached page 3 | 4.2. | in full force Type or prim | e and effect. E SIGNED O 3 |
| NSN 75 | 40-01-152-8070 | 3, | 30-1 | | STANDAR | D FOR | / M 20 /D-: | ((0.00) |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--|-----------------|------------|-------------------------|---------------------|------------------------|-----------------------|
| | | | | | | |
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,874 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,236 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 |
| NS7509 | Jun-01 | \$ | = | 1,289,539 | \$389,226 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 |
| NS7509 | Nov-02 | | | 395,279 | \$206,973 | 271,600 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937 | 108,800 |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253 | 332,480 |
| NS7509 | Feb-03 | | | 548,139 | \$949,980 | 441,123 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340 | 407,580 |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447 | 404,560 |
| NS7509 | May-03 | | | 337,664 | \$138,533 | 230,116 |
| NS7509 | Jun-03 | | | 231,276 | \$39,364 | 64,220 |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,870 | 281,424 |
| | Aug-03 | | | 144,000 | \$148,559 | 243,396 |
| | Sep-03 | | 100,000.00 | 191,927 | \$215,595 | 365,800 |
| | Oct-03 | | | 342,908 | \$161,222 | 263,020 |
| FUNDING: | | | | | | |
| | ORDER FUNDING | } : | | | \$17,802,866 | |
| | DELIVERIES: | | | | \$16,474,163 | |
| BALANCE R | EMAINING: | | | | \$1,328,703 | |
| CONTRACT VALUE & TOTAL QUANTITIES DELIVERED: \$16,474,163 13,369,151 | | | | | | |

| 10-0-0-1-0-1 | and the state of t | | | 1. CONTRACT ID CODE | DACE OF DACES |
|-------------------------|--|--|-------------------------------|--------------------------------------|-------------------------------------|
| AME | NDMENT OF SOLICITATION | V/MODIFICATION OF CO | ONTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | NDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | | ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| | 60 | See Block 16C | | | c. Trocest ito. ("approadic) |
| 6. ISSU | ED BY CODE | | 7. ADMINIST | ERED BY (If other than Item 6) | CODE |
| | | | 1 | | |
| .lo | hn F. Kennedy Space Center | NASA | 1 | | |
| | ocurement Office | , 11/0/ | | | |
| | nnedy Space Center, FL 32 | ROO | | | |
| 110 | filledy Opace Center, i E 32 | 599 | | | |
| 8. NAM | E AND ADDRESS OF CONTRACTOR (N | o street county State and Zin Cou | de) (x) | 9A. AMENDMENT OF SOLICE | TATION NO |
| | | ,,,,, | 12/ | on minimizer of socion | TATION NO. |
| Pr | axair, Inc. | | | | |
| | n: Susanna Chung-Lim | | | 9B. DATED (SEE ITEM 11) | |
| | | | | SE DATED (SEE HEM) (1) | |
| | Old Ridgebury Rd. | | | | |
| Da | inbury, CT 06810 | | | 10A. MODIFICATION OF CON | TRACT/ORDER NO. |
| | | | | NAS10-12100 | |
| | | | | · | |
| | | | | 10B. DATED (SEE ITEM 13) | |
| CODE | FAI | CILITY CODE | | August 09, 1994 | |
| | 11. THIS IT | EM ONLY APPLIES TO A | AMENDME | NTS OF SOLICITATION | VS |
| []The | above numbered solicitation is amended | | | | |
| Offers m | ust acknowledge receipt of this amendme | as set forth in them 14. The hour and | u uale specilled i | ion or as amended by one of the | nded, [] is not extended. |
| | | | | • | - |
| (a) By co | ompleting Items 8 and 15, and returning | copies of the amendment; (b) E | By acknowledging | receipt of this amendment on ea | ch copy of the offer submitted; or |
| (C) By se | parate letter or telegram which includes a | i reference to the solicitation and am | endment numbe | rs. FAILURE OF YOUR ACKNOW | NI EDGEMENT TO BE RECEIVED |
| virtue of | PLACE DESIGNATED FOR THE RECEIF this amendment you desire to change an | offer already submitted such change | OUR AND DAIL may be made b | SPECIFIED MAY RESULT IN RE. | JECTION OF YOUR OFFER. If by |
| reference | <u>e to the solicitation and this amendment, a</u> | and is received prior to the opening h | our and date spe | ecified. | Trongram or totter makes |
| | OUNTING AND APPROPRIATION DATA | \ (If required) | | | |
| N/ | | | | | |
| | 13. THIS ITEM A | PPLIES ONLY TO MOD | IFICATIONS | S OF CONTRACTS/OR | DERS, |
| | IT MODIFIES | THE CONTRACT/ORDI | ER NO. AS | DESCRIBED IN ITEM | 14. |
| (x) | A. THIS CHANGE ORDER IS ISSUED F NO. IN ITEM 10A. | PURSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN THE CONTRACT ORDER |
| | NO. IN THEM TOA. | | | | |
| x | | | | | |
| ^ | B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH IN | CT/ORDER IS MODIFIED TO REFLE | ECT THE ADMIN | ISTRATIVE CHANGES (such as | changes in paying office, |
| | | | | • • | 7.7. |
| İ | C. THIS SUPPLEMENTAL AGREEMEN | I IS ENTERED INTO PURSUANT T | O AUTHORITY | OF: | |
| | D. OTHER (Specify type of modification | and outhority) | | | |
| | b. OTTLK (Specify type of mounication | and admonty) | | | |
| | C V 1 | T 7 | | | |
| | ORTANT: Contractor [X] is not, | is required to sign this docu | ument and retui | n 3 copies to the issuing office |). |
| 14. DES | CRIPTION OF AMENDMENT/MODIFICA | TION (Organized by UCF section he | adings, including | g solicitation/contract subject matt | er where feasible.) |
| TL | | - t- 4 d-1- 41 - 0.04 | a | | |
| i n | e purpose of this modification | i is to update Table G-3A | as reflecte | d in the attached page 3 | 34.2. |
| | | | | | |
| | | | | | |
| | | | | | |
| _ | | | | | |
| Except a | s provided herein, all terms and conditions | s of the document referenced in Item | 9A or 10A, as h | eretofore changed, remains uncha | anged and in full force and effect. |
| IDA. NA | ME AND TITLE OF SIGNER (Type or prin | ויי | | ID TITLE OF CONTRACTING OF | FICER (Type or print) |
| | | 1 | | Morales | |
| 15P CC | NTPACTOR/OFFEROR | 1450 0455 010115 | | tracting Officer | |
| 13B. CO | NTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED | STATES OF AMERICA | 16C. DATE SIGNED |
| | | | вү 🥕 | in Whanken | 2/19/04 |
| | Signature of person authorized to sign) | | | nature of Contracting Officer) | 2/17/04 |
| | 0-01-152-8070 | 30-1 | | | RD FORM 30 (Rev. 10-83) |
| | | | - | SIARDAR | |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| ORDER NO. | FOR MONTH OF | | DELIVERY DEB ELIMPING | MONTHLY | VALUE OF | QUANTITY | |
|--|---------------|------------|--------------------------|-----------|---|--------------------|--|
| NO. | MONTH OF | UK | DER FUNDING | FORECAST | DELIVERIES | DELIVERED | |
| NS7509 | Dec-00 | • | 2.005.000 | 505.000 | *************************************** | | |
| NS7509 NS7509 | Jan-01 | \$ \$ | 3,095,000 | 525,000 | \$2,362,184 | 393,520 | |
| NS7509 | | | - | 896,119 | \$487,874 | 846,714 | |
| | Feb-01 | \$ | 4 400 000 | 467,000 | \$158,236 | 296,675 | |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320 | 493,401 | |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,553 | 417,473 | |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,391 | 786,800 | |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226 | 726,362 | |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735 | 495,182 | |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495 | 648,943 | |
| NS7509 | Sep-01 | \$ | - | 436,037 | \$241,668 | 341,307 | |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713 | 333,065 | |
| NS7509 | Nov-01 | | | 533,706 | \$609,585 | 426,620 | |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455 | 531,452 | |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,411 | 401,400 | |
| NS7509 | Feb-02 | | | 205,711 | \$645,001 | 242,360 | |
| NS7509 | Mar-02 | | | 214,242 | \$573,364 | 215,556 | |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | (\$106,172) | 39,580 | |
| NS7509 | May-02 | | | 429,167 | \$173,702 | 213,451 | |
| NS7509 | Jun-02 | | | 274,391 | \$165,809 | 215,400 | |
| NS7509 | Jul-02 | | | 577,779 | \$312,047 | 405,236 | |
| NS7509 | Aug-02 | | | 466,058 | \$290,494 | 380,184 | |
| NS7509 | Sep-02 | | 443.550.62 | 694,067 | \$194,923 | 255,112 | |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,075 | 849,239 | |
| NS7509 | Nov-02 | | , | 395,279 | \$206,973 | 271,600 | |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937 | 108,800 | |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253 | 332,480 | |
| NS7509 | Feb-03 | | , | 548,139 | \$949,980 | 441,123 | |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340 | 407,580 | |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447 | 404,560 | |
| NS7509 | May-03 | | 1,000,000.00 | 337,664 | \$138.533 | · | |
| NS7509 | Jun-03 | | | 231,276 | \$39,364 | 230,116 | |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,870 | 64,220 | |
| NS7509 | Aug-03 | | 400,000.00 | 144.000 | \$170,570 \$148,559 | 281,424 | |
| NS7509 | Sep-03 | | 100,000.00 | 191,927 | \$215,595 | 243,396 351,730 | |
| NS7509 | Oct-03 | | 100,000.00 | 342,908 | \$161,222 | 351,720 | |
| NS7509 | Nov-03 | | 203,000.00 | 201,591 | · · · | 263,020 | |
| NS7509 | Dec-03 | | 20,000.00 | 142,303 | \$115,473 \$46,670 | 188,740 | |
| NS7509 | Jan-04 | | 20,000.00 | 202,803 | \$16,673 | 6,040 | |
| 1407000 | Jan-U- | | | 202,003 | \$569,903 | 206,440 | |
| FUNDING: | | | | | | | |
| | ORDER FUNDING | 2 . | | | £40 00E 000 | | |
| | DELIVERIES: | J . | | | \$18,025,866 | | |
| BALANCE R | | | | | \$17,176,212 | | |
| DALANCE | LIVIAHNO. | | | | \$849,653 | | |
| CONTRACT VALUE & TOTAL QUANTITIES DELIVERED: \$17,176,212 13,756,291 | | | | | | | |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 61 61 61 61 61 61 61 61 61 61 61 61 61 | CONTRACT ID CODE | PAGE OF PAGES | | | ·········· | | |
|--|---|---|--------------------------------|--------------------------------------|---|---------------------|---|
| 9. SISUED BY CODE OP-OS 7. ADMINISTERED BY (If other then flown flown 6) CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, RASA Procurement Office Kennedy Space Center, FL 32899 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 10. MAD ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION NO. NAS 10-12100 10. MAD ADDRESS OF CONTRACTORDER NO. NAS 10-12100 10. MAD NO. | AMENDMENT OF SOLICITATION/MO | ODIFICATION OF CO | NTRACT | | 1 | 1 | 1 |
| 9. SISUED BY CODE OP-OS 7. ADMINISTERED BY (If other then flown flown 6) CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, RASA Procurement Office Kennedy Space Center, FL 32899 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 10. MAD ADDRESS OF CONTRACTOR (No., street, county, Swite, and Zip Coule) 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION NO. NAS 10-12100 10. MAD ADDRESS OF CONTRACTORDER NO. NAS 10-12100 10. MAD NO. | | | | ON/PURCHASE REQ. NO. | 5. PROJECT | NO. (If a | applicable) |
| John F. Kennedy Space Center, FL 32899 8 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 9 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 10 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 10 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code) 10 NAME AND DESCRIPTION OF CONTRACTOR (No., NAS10-12100) 10 NAME AND ADDRESS OF CONTRACTOR (Nas., county), Stells, and Zip Code) 10 NAS10-12100 10 NAME AND ADDRESS OF CONTRACTOR (No., street, county), Stells, and Zip Code (Nas., county), Stells, and Zip | | January 1, 2004 | | | | | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| Procurement Office Kennedy Space Center, FL 32899 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxial; Inc. Attr. Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 108. DATED (SEE ITEM 17) 108. MODIFICATION OF CONTRACTORDER NO. NAS10-12100 108. DATED (SEE ITEM 13) August 09, 1994 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [Ine acover numbered solicitation is amended as set brith in fem 14. The hour and date specified for receipt of offere. Error! Reference source not found. [In active of the second of the amendment plan of the solicitation or as amended, by one of the following methods: (b) Scompleting lands and 15, and returning copies of the amendment plan of the solicitation or as amended, by one of the following methods: (b) Scompleting lands and 15, and returning copies of the amendment plan of the solicitation or as amended, by one of the offer submitted; or (c) by separate lates of the following plan of the separate plan of the | 6. ISSUED BY CODE | 7. ADMINISTI | ERED BY (If other than Item 6) | CODE | | | |
| Procurement Office Kennedy Space Center, FL 32899 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Praxial; Inc. Attr. Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 108. DATED (SEE ITEM 17) 108. MODIFICATION OF CONTRACTORDER NO. NAS10-12100 108. DATED (SEE ITEM 13) August 09, 1994 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [Ine acover numbered solicitation is amended as set brith in fem 14. The hour and date specified for receipt of offere. Error! Reference source not found. [In active of the second of the amendment plan of the solicitation or as amended, by one of the following methods: (b) Scompleting lands and 15, and returning copies of the amendment plan of the solicitation or as amended, by one of the following methods: (b) Scompleting lands and 15, and returning copies of the amendment plan of the solicitation or as amended, by one of the offer submitted; or (c) by separate lates of the following plan of the separate plan of the | John E. Kennedy Space Center, N. | ΔΩΔ | | | | | |
| Rennedy Space Center, FL 32899 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county), State, and Zip Code) Praxair, Inc. Attr.: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 10. NAS10-12100 10. See Contractor (See Titem 11) August 03, 1994 11. THIS TEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS TEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 13. See Contractor (See Titem 12) 14. See Contractor (See Titem 13) 15. See Contractor (See Titem 13) 15. See Contractor (See Titem 13) 16. See Contractor (See Titem 13) 17. August 03, 1994 18. August 03, 1994 19. See Contractor (See Titem 13) 19. See Contractor (See Titem 14) 19. See Contractor (| • • | 10/1 | | | | | |
| B NAME AND ADDRESS OF CONTRACTOR (No., street, county, Stefe, and Zip Code) Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 Inc. Inc. AMSIII-12100 Inc. AMSIII-12100 Inc. AUGUST (SEE ITEM 13) August 03, 1994 Inc. Inc. August 03, 1994 Inc. | | | | | | |
| Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 Total Company | Reilledy Space Center, FL 32099 | | | | | | |
| Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 10a MoDification of Contract/ORDER No. NAS10-12100 10b DateD (SEE ITEM 13) 10a MoDification of Contract/ORDER No. NAS10-12100 10b DateD (SEE ITEM 13) 10a Modification of Contractor of Contra | 8. NAME AND ADDRESS OF CONTRACTOR (No., st | treet, county, State, and Zip Cod | e) (x) | 9A. AMENDMENT OF SOLICI | TATION NO. | | |
| Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06817-001 10a MoDification of Contract/ORDER No. NAS10-12100 10b DateD (SEE ITEM 13) 10a MoDification of Contract/ORDER No. NAS10-12100 10b DateD (SEE ITEM 13) 10a Modification of Contractor of Contra | | | | | | | |
| 55 Old Ridgebury Rd. Danbury, CT 08817-001 10a. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12100 10b. DATED (SEE ITEM 13) August 09, 1994 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Errort Reference source not found. It is extended. If Errort Reference source not found, is not extended. Offers must acknowledge receipt of this amendment on each copy of the offer submitted, or (c) by separate lefter of beingram which includes a retrievance to the solicitation and amendment numbers. FALURE OF YOUR ACKNOWLEGGEMENT 100 or YOUR OFFER IT by viduo of this amendment you desire to change an offer already submitted, solicitation and amendment and the specified in the solicitation and amendment and the specified in the solicitation and amendment and the specified of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment, (b) 8p acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate lefter of beingram which includes a return of the solicitation and amendment and the specified of the specifie | • | | | | | | |
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| | (Signature of person authorized to sign) | ' ' | (Sign | nature of Contracting Officer) | | 1 - ' | · , |

0-105



39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

for

Small Business (SB), Other Than Small Business (Large), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) Concerns

Effective Period of Commercial Plan

From: January 1, 2004 To: December 31, 2006



39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

for

Small Business, Other Than Small Business (Large),
Veteran-Owned Small Business, Service-Disabled
Veteran-Owned Small Business, Historically
Underutilized Business Zone Small Business, Small
Disadvantaged Business, and Women-Owned Small
Business Concerns

Contractor:

Praxair, Inc.

Address:

39 Old Ridgebury Road

Danbury, Connecticut 06810-5113

Telephone:

203-426-4496

Fax:

203-270-8510

E-mail:

nelson_tamakloe@praxair.com

Type of Product:

Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services,

processes and equipment.

\$820,000,000

\$9,000,000

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair solicitations.

1. Percentage Goals (expressed in terms of percentage of total planned subcontracting dollars)

| Total | \$1,108,000,000 100% | |
|-------|--|--------------------------|
| a) | Percentage of subcontract dollars to be subcontracted to: Small Business (SB) concerns | 26.00% |
| b) | Percentage of subcontract dollars to be subcontracted to: Other than Small Business (LB) concerns | 74.00% |
| c) | Percentage of subcontract dollars to besubcontracted to: Veteran-Owned Small Business concerns (VOSB) | 0.75% |
| d) | Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SD-VOSB) concerns | 0.03% |
| e) | Percentage of subcontract dollars to be subcontracted to: Historically Underutilized Business Zone Small Business (HUBZone) concerns | 0.01% |
| f) | Percentage of subcontract dollars to be subcontracted to: Small Disadvantaged Business (SDB) concerns | 1.49% |
| g) | Percentage of subcontract dollars to be subcontracted to: Women-Owned Small Business (WOSB) concerns | 2.08% |
| 2. | Total dollars planned to be subcontracted are \$1,108,00 planned to be subcontracted to: | 00,000 and total dollars |
| | a) Small business concerns are | \$288,000,000 |

Other than small business concerns are

Veteran-owned small business concerns are

b)

c)

| d) | Service-Disabled Veteran-owned small business concerns are | \$282,400 |
|----|--|--------------|
| e) | HubZone small business concerns are | \$120,000 |
| f) | Small disadvantaged business concerns are | \$16,500,000 |
| g) | Women-owned small business concerns are | \$23,000,000 |

3. The principal products and services that Praxair, Inc. anticipates to subcontract and the identification of the type of business concern planned are indicated below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to Veteran-owned small business concerns are listed under (ii), those to be subcontracted to HUBZone small business concerns are listed under (iii), those to be subcontracted to small disadvantaged business concerns are listed under (iv), and those to be subcontracted to women-owned small business concerns are listed under (v) and those to be subcontracted to other than small business concerns are listed under (vi) and those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (vii) respectively in the chart below:

| | (i) | (ii) | (iii) | (iv) | (v) | (vi) | (vii) Service- Disabled |
|---|----------|----------|----------|---------------|----------|----------|-------------------------------|
| | | Veteran- | | | Women- | Other | Veteran- |
| | Cmall | Owned | HUBZone | Small | Owned | than | Owned |
| PRODUCTS AND SERVICES | Small | Small | Small | Disadvantaged | Small | Small | Small |
| Advertising | Business | Business | Business | Business | Business | Business | Business |
| Building Maintenance Services | X | X | X | X | Х | X | X |
| Cellular Telephone Services | X | X | Х | X | | X | Х |
| Cleaning And Janitorial Services | X | | | X | | X | |
| Common Carriage - Transportation | X | X | | Х | X | X | X |
| Computer Services | X X | | | | X | X | |
| Custom Machine Shop Manufacturing | X | v | | | X | X | |
| Gas & Liquid Cylinder Repair Services | X | X | | | X | X | X |
| Heating & Air Conditioning Repair | X | Х | Х | | X | X | X |
| Industrial Process Machinery & Supply | X | X | X | X | Х | X | v |
| Labor Training or Development | X | ^ | ^ | X | Х | X X | Х |
| Machining Services | X | х | x | ^ | ^ | X | х |
| Management Advisory Services | X | ^ | ^ | | x | X | ^ |
| Material Handling Equipment & Service | х | X | x | х | ^ | X | x |
| Measuring and Testing Services | х | | X | | x | x | |
| Mill Supplies | X | | | X | X | x | |
| Motors Repair | х | X | Х | | | X | Х |
| Motor Vehicle and Truck Repairs | Х | | X | х | x | x | |
| Office Equipment & Stationery Supply | х | | Х | X | | x | |
| Packaging Materials (Cartons/Skids) | х | х | | Х | X | X | x |
| Paint Application, Industrial/Specialized | х | | | X | X | X | |
| Plating Services | X | x | X | X | | x | x |
| Plowing and Landscaping Services | Х | | | Χ | | X | |
| Plumbing System Maintenance | X | | | | | X | |
| Process Instrumentation | Х | | | X | X | х | |
| Raw Material (Includes Chemicals) | X | | X | X | X | x | |
| Repair and Maintenance Services | X | X | Х | Х | X | Χ | X |
| Research & Development Services | X | | | | X | X | |
| Welding Services & Pipefitting | X | X | | X | | X | X |

4. The method used to develop the above subcontracting goals is described as follows:

At the end of each year, each purchasing manager is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year and enables the appropriate SF-295 "Summary Subcontract Report" to be prepared in accordance with the instructions on the form.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. constantly seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and

women-owned small business concerns able to provide quality products and services in a timely fashion. Since 1972, Praxair, Inc. as Linde Division has participated in Union Carbide's Minority Supplier Program. Effective June 30, 1992, Praxair became an independent public company and since that date has continued to conduct the Minority Supplier Program.

a) These goals are expressed in terms of percentage of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the raw materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2004 through December 31, 2006. However, certain items like utilities, taxes, financial services, gas and water were not included in the planned subcontracting dollars.

| Total Estimated Planned Subcontracting Dollars | % of Total 100% | <u>Dollars</u> \$1,108,000,000 |
|--|--------------------|-----------------------------------|
| (1) Small Business (SB) | 26.0% | \$288,000,000 |
| (2) Veteran-Owned Small Business | 0.75% | \$9,000,000 |
| (3) HUBZone Small Business | 0.01% | \$120,000 |
| (4) Small Disadvantaged Business | 1.49% | \$16,500,000 |
| (5) Women-Owned Small Business | 2.08% | \$23,000,000 |
| (6) Service - Disabled Veteran-Owned Small Business | 0.03% | \$282,400 |
| (7) Other Than Small Business | 74.00% | \$820,000,000 |

- b) The development of goals and solicitation of mailing lists, and the identification of the types of business concerns to be solicited are based on the following:
 - (1) Praxair, Inc. purchasing mailing lists, updated periodically;
 - (2) Regional minority purchasing council supplier information services;
 - (3) Participation in trade fairs and industry meetings;

- (4) Advertisement in industry and local publications;
- (5) Participation in purchasing management associations of various areas;
- (6) Selective mailing to specific Praxair, Inc. suppliers;
- (7) Using DOD's Central Contractor Registration(CCR) for entering and searching for small business sources and accessing the Small Business Administration's Sub-net through www.sba.gov to advertise subcontracting opportunities;
- (8) Access to the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; and
- (9) Veterans service organizations.
- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies.

However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.

- 6. Indirect costs are () are not (X) included in the above goals.
- 7. The following individual will administer the subcontracting program:

Name:

Mr. Nelson S. Tamakloe

E-mail:

nelson tamakloe@praxair.com

Address:

Praxair, Inc.

39 Old Ridgebury Road Danbury, CT 06810-5113

Tele:

203-426-4496

FAX:

203-270-8510

Title:

Small Business Liaison Officer

The individual's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts.
- b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB and WOSB concerns in all solicitations where appropriate.
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs.
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507.
- e) Monitoring attainment of proposed goals.
- f) Reviewing solicitations to remove statements, clauses, etc., which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns participation.
- g) Additions to (or deletions from) the duties specified above are as follows:

The efforts to assure equitable opportunity to SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are primarily spelled out in the Administrator's duties above, and include records of individual buyer's contribution to the success of the plan. Outreach efforts will include offering the qualifying firms managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.

- 8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns will have an equitable opportunity to compete for subcontracts:
 - a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.

- c) Train and motivate purchasing personnel regarding the support of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
- d) Assist SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns by arranging solicitation, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of such business concerns.
- e) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all make or buy decisions.
- f) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns as are referred by the small business utilization specialists.
- g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, Praxair, Inc. will make every good faith effort to seek out, develop and award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flow-Down Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan".

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of SF-295, "Summary Subcontract Report", in accordance with the instructions on the form; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Form 295.

| Reporting Period | Report Due | Due Date |
|------------------|------------|----------|
| Oct 1 – Sep 30 | SF-295 | 10/30 |

Address

SF-295 will be submitted to the Office of Small and Disadvantaged Business Utilization of the procuring agency, or as otherwise specified in the contract, and to the cognizant SBA Commercial Market Representative.

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a) Organizations contacted in an attempt to locate small, HUBZone small, small disadvantaged, women-owned small business, and disabled American veteran-owned small business, and American service-disabled, veteran-owned small business sources;
- On a company-wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether American veteran-owned small business concerns were solicited, and if not, why not; (6) whether American service-disabled veteran-owned business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern:
- c) Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- d) Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, and incentive awards, and (2) monitoring of activities to evaluate compliance.

LISA MORALES

Contracting Officer

pets

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC. DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

PRAXAIR, INC. NAME OF CONTRACTOR

R. A. BASSETT
TYPED NAME

Signature:

Title:

Assistant Secretary

Date Prepared:

January 1, 2004

PLAN ACCEPTED BY

CONTRACTING OFFICER)

DATE:

| AMENDMENT OF SOLICITATION | MODIFICATION OF CO | NTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|--|---------------------------------|--|---------------------------------------|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | | I ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 62 | See Block 16C | | TOTAL STREET, NO. | o. Those of No. (If applicable) |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CODE |
| | | | | |
| John F. Kennedy Space Center, | NASA | | | |
| Procurement Office | | | | |
| Kennedy Space Center, FL 3289 | 99 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No | ., street, county, State, and Zin Co. | de) (x) | 9A. AMENDMENT OF SOLICI | TATION NO |
| ` | ,,,,, | - (^) | JA. AWENDWENT OF SOLICE | TATION NO. |
| Praxair, Inc. | | Ī | | |
| Attn: Susanna Chung-Lim | | | 9B. DATED (SEE ITEM 11) | |
| 55 Old Ridgebury Rd. | | | , | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CON | TRACT/ORDER NO. |
| • | | Ì, | NAS10-12100 | |
| | | | 147101012100 | |
| | | | 10B. DATED (SEE ITEM 13) | |
| CODE FACI | LITY CODE | | August 09, 1994 | |
| 11. THIS ITE | M ONLY APPLIES TO A | AMENDMEN | ITS OF SOLICITATION | S |
| The above numbered solicitation is amended as | | | f 1 | P 4 |
| Offers must acknowledge receipt of this amendment | prior to the hour and date specifie | d in the solicitation | n or as amended, by one of the fo | ded, I is not extended. |
| | | | | |
| By separate letter or telegram which includes a refer | | | | h copy of the offer submitted; or (c) |
| THE FLACE DESIGNATED FOR THE RECEIPT OF | CELERY BRIOK TO THE HOUR | | CIEIED MAY DECLII T IN DE ICA | TION OF YOUR OFFER AS |
| virtue of this amendment you desire to change an of to the solicitation and this amendment, and is received | EL ALLEAGY SUDMITTER SUCH CHANGE | i mav na mada hv | telegram or letter, provided each | telegram or letter makes reference |
| 12. ACCOUNTING AND APPROPRIATION DATA | if required) | ite specified. | | |
| N/A | | | | |
| 13. THIS ITEM AF | PPLIES ONLY TO MODI | FICATIONS | OF CONTRACTS/ORI | DERS |
| H MODIFIES | THE CONTRACT/ORDI | ER NO. AS I | DESCRIBED IN ITEM 1 | <u>Λ</u> |
| (x) A. THIS CHANGE ORDER IS ISSUED PU | RSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE MA | ADE IN THE CONTRACT ORDER |
| NO. IN TENTION. | | | | |
| X B. THE ABOVE NUMBERED CONTRACT | ODDED IS MODIFIED TO DEFI | | | |
| B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH IN IT | EM 14, PURSUANT TO THE AUT | ECT THE ADMINI HORITY OF FAR | STRATIVE CHANGES (such as a 43.103(b). | changes in paying office, |
| C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT T | O AUTHORITY (| DF: | |
| | | - | | |
| D. OTHER (Specify type of modification and | d authority) | | | |
| E. IMPORTANT: Contractor [X] is not, [| l is required to sign this do | oursont and and | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION | ON (Organized by UCF section her | edinas includina | turn 3 copies to the issuing of | TICE. |
| | | | | |
| The purpose of this modification is | s to update Table G-3A | as reflected | in the attached page 34 | . 2 |
| | | | was amadiida pago o i | |
| | | | | |
| | | | | |
| | | | | |
| Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | the document referenced in Item | 9A or 10A, as her | etofore changed, remains unchan | ged and in full force and effect. |
| 197. NAME AND THE OF SIGNER (Type of print) | | 16A. NAME ANI | O TITLE OF CONTRACTING OFF | FICER (Type or print) |
| | | | Morales | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | racting Officer | T 400 PATS 0:0:: |
| | STATE OF THE STATE | | TATES OF AIVIERICA | 16C. DATE SIGNED |
| | | BY A | a Morale | 6/3/04 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | (Sign | ature of Contracting Officer) | - 45/09 |

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|------------|-------------------------|---------------------|--------------------------|-----------------------|
| | | | | Real of the second | = | |
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | \$ | · · · · · · | 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | \$ | · · · · · | 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | \$ | _ | 605,718 | \$420,390.77 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226.33 | 726,362 |
| NS7509 | Jul-01 | \$ | 2.000.000 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | \$ | | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 | \$ | _ | 436,037 | \$241,668.36 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713.31 | 333,065 |
| NS7509 | Nov-01 | * | 000,000 | 533,706 | \$609,584.63 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455.49 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,410.60 | 401,400 |
| NS7509 | Feb-02 | • | _,000,000 | 205,711 | \$645,000.99 | 242,360 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364.13 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | φονο,σο σ. 10 | 39,580 |
| NS7509 | May-02 | * | 000,000 | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,493.83 | 380,184 |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923.27 | 255,112 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,074.70 | 849,239 |
| NS7509 | Nov-02 | | 700,000.00 | 395,279 | \$206,972.87 | 271,600 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$160,937.30 | 108,800 |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253.00 | |
| NS7509 | Feb-03 | | 7 7 7,007 .00 | 548,139 | \$949,980.40 | 332,480 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340.25 | 441,123 407,580 |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447.00 | · · |
| NS7509 | May-03 | | 1,000,000.00 | 337,664 | \$138,532.57 | 404,560 230,116 |
| NS7509 | Jun-03 | | | 231,276 | \$39,364.00 | • |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,869.81 | 64,220 |
| NS7509 | Aug-03 | | 400,000.00 | 144,000 | \$148,558.99 | 281,424 243,396 |
| NS7509 | Sep-03 | | 100,000.00 | 191,927 | \$214,156.69 | · · |
| NS7509 | Oct-03 | | 100,000.00 | 342,908 | \$161,221.73 | 351,720 |
| NS7509 | Nov-03 | | 203,000.00 | 201,591 | \$115,473.81 | 263,020 |
| NS7509 | Dec-03 | | 20,000.00 | 142,303 | \$16,673.31 | 188,740 6,040 |
| NS7509 | Jan-04 | | 20,000.00 | 202,803 | \$569,903.22 | 206,440 |
| NS7509 | Feb-04 | | 700,000.00 | 202,803 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | | 1,000,000.00 | 162,115 | \$149,715.74 | • |
| NS7509 | Apr-04 | | 286,000.00 | 437,000 | \$410,535.74 | 119,300 141,740 |
| FUNDING: | | | | | | |
| DELIVERY (| ORDER FUNDING | 3 : | | | \$20,011,866 | |
| | DELIVERIES: | | | | \$18,063,527 | |
| BALANCE R | REMAINING: | | | | \$1,948,339 | |
| CONTRACT | VALUE & TOTAL | . QUAN | ITITIES DELIVERE | ED: | \$18,063,527 | 14,097,871 |

| | | | ~ ` | | | CONTRACT ID CODE | T | DAGEO | 5.54.050 |
|---|---|-------------|-------------------------------------|----------------|---|--|---------------------------------------|---------------|------------------|
| AME | NDMENT OF SOLICITAT | ION/M | IODIFICATION OF CO | NTRACT | . | I. CONTRACT ID CODE | | 1 | F PAGES I 1 |
| | NDMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE | | | N/PURCHASE REQ. NO. | 5 PRO | IECT NO | (If applicable) |
| | 63 | | See Block 16C | 1. 11200 | 01110 | NUT ORGINIOL REG. NO. | J. 1 100 | DECT NO. | (п аррпсаые) |
| 6. ISSU | JED BY | CODE | OP-OS | 7. ADMIN | ISTE | RED BY (If other than Item 6) | CODE | - 1 | |
| | | L | 01-00 | | | | | · L | |
| l. | hn F. Kennedy Space Ce | | A C A | | | | | | |
| | | nter, N | ASA | • | | | | | |
| | ocurement Office | 00000 | | | | | | | |
| Ke | ennedy Space Center, FL | 32898 | 9 | | | | | | |
| | | | | | | | | | |
| B. NAM | E AND ADDRESS OF CONTRACTO | JR (No., 8 | street, county, State, and Zip Coo | (e) | x) | 9A. AMENDMENT OF SOLICIT | TATION N | Ο. | |
| | | | | | 1 | | | | |
| | axair, Inc. | | | | L | | | | |
| | tn: Susanna Chung-Lim | | | | | 9B. DATED (SEE ITEM 11) | | | |
| 55 | Old Ridgebury Rd. | | | | | | | | |
| Da | anbury, CT 06810 | | | | | 10A. MODIFICATION OF CON | TRACT/O | RDER NO | |
| | <i>3.</i> | | | | | NAS10-12100 | | | |
| | | | | | | | | | |
| | | | | | _ | 10B. DATED (SEE ITEM 13) | | | |
| CODE | | FACILI | TY CODE | | | • | | | |
| | 44 700 | | | AACAIDAA | | August 09, 1994 | | | |
| | | | ONLY APPLIES TO A | | | ···· | <u>S</u> | | |
| []The | above numbered solicitation is ame | nded as s | et forth in Item 14. The hour and | date specifie | ed for | receipt of Offers [] is extend | ded, [| is not exte | nded. |
| Offers n | nust acknowledge receipt of this ame | ndment p | rior to the hour and date specified | in the solicit | tation | or as amended, by one of the fo | llowing me | ethods: | |
| (a) By c | ompleting Items 8 and 15, and return | ina | conies of the amendment: (b) R | r acknowleda | rina r | eceint of this amendment on eas | h convoti | he offer ou | ibmittad: or (a) |
| By sepa | rate letter or telegram which includes | a referer | nce to the solicitation and amendr | nent numbers | s FA | VILURE OF YOUR ACKNOWLE | DGEMENT | TO BE R | ECEIVED AT |
| THE PL | ACE DESIGNATED FOR THE REC | EIPT OF (| OFFERS PRIOR TO THE HOUR | AND DATE S | SPEC | CIFIED MAY RESULT IN REJECT | TION OF | YOUR OF | FFR If hy |
| virtue of | this amendment you desire to chang | e an offe | r already submitted, such change | may be mad | le by | telegram or letter, provided each | telegram | or letter ma | akes reference |
| | plicitation and this amendment, and is COUNTING AND APPROPRIATION | | | te specified. | | | | | |
| | /A | DATA (A | requiredy | | | | | | |
| | | MAP | PLIES ONLY TO MODI | FICATIO | NS | OF CONTRACTS/ORI | DEBS | | |
| | | | HE CONTRACT/ORD | | | | | | |
| (x) | A. THIS CHANGE ORDER IS ISSU | JED PUR | SUANT TO: (Specify authority) | THE CHANG | SES S | SET FORTH IN ITEM 14 ARE MA | ADE IN TH | JE CONTE | ACT OPDED |
| (//) | NO. IN ITEM 10A. | | (Opposity dathority) | THE OWNER | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | SELL OKTINATION IT AIRE IN | ADE IN T | IL CONTR | ACT ORDER |
| | | | | | | | | | |
| Х | B. THE ABOVE NUMBERED CON | TRACT/0 | ORDER IS MODIFIED TO REFLE | CT THE ADI | MINIS | STRATIVE CHANGES (such as | changes is | n navina of | |
| | appropriation date, etc.) SET FORT | H IN ITE | M 14, PURSUANT TO THE AUT | HORITY OF F | FAR | 43.103(b). | unanyes n | i paying oi. | nce, |
| | C. THIS SUPPLEMENTAL AGREE | MENT IS | SENTERED INTO PURSUANT T | O ALITHORI | TY O | ıF. | | | |
| | | | | 07.01110111 | | • • | | | |
| | D. OTHER (Specify type of modific | ation and | authority) | | | | | | |
| | | | • | | | | | | |
| F IMP | PORTANT: Contractor [X] is | not, | l is required to sign this do | cument and | d ret | urn 3 copies to the issuing o | ffico | | |
| 14 DES | SCRIPTION OF AMENDMENT/MOD | | N (Organized by LICE section be | edings includ | dina s | colicitation/contract subject matte | ruboro fo | asible \ | |
| 52 | John Hort of Americanettimos | , | 14 (Organized by Oor Section her | aumgs, menus | Jing s | onoradori/comract subject matte | i wilete le | asible.j | |
| Th | e purpose of this modifica | ation is | to undate Table G-3A | as reflect | ad i | in the attached page 3/ | 1 2 | | |
| • | e purpose or this mounice | 20011 13 | to apaate Table 0-5A | as renect | ieu i | in the attached page 3- | t.Z. | | |
| | | | | | | | | | |
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| Even-4 | on provided bassis all tarress and | alitia | the decomposition from the first | 00 | _ , | atatan akan | _ | | |
| 15A N | as provided herein, all terms and conc AME AND TITLE OF SIGNER (Type | or print) | trie document referenced in Item | HA OF TOA, AS | s ner | etofore changed, remains unchar TITLE OF CONTRACTING OF | nged and i | in full force | and effect |
| 1071. 117 | and the or digital (Type | or printy | | | | Morales | FICER (/) | ype or print | , |
| | | | | | | | | | |
| 15B. C | ONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | | racting Officer TATES OF AMERICA | · · · · · · · · · · · · · · · · · · · | 16C DAT | E SIGNED |
| | | | | 100. UNITE | | - A | , | IOO. DATI | _ JIGINED |
| | | | | BY S | ממ | 2 Monales) | ' | al | poloss |
| | (Signature of person authorized to signature | gn) | | J-17 | (Sian | ature of Contracting Officer) | —— | 7/0 | 7/09 |
| | 40-01-152-8070 | | 30-1 | | . 3 | STANDAR | D FOR | 1 30 (Rev | 10.93 |

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|-----------------------|--------------------------|----------|-------------------------|---------------------|----------------------------------|-----------------------|
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | \$ | 0,000,000 | 896,119 | \$487,873.82 | 846,714 |
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| NS7509 | Jul-01 | \$ | 2,000,000 | 1,289,539 | \$389,226.33 \$304.735.47 | 726,362 |
| NS7509 | Aug-01 | \$ | 2,000,000 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | • | \$ | - | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 Oct-01 | \$ \$ | 500,000 | 436,037 | \$241,668.36 \$238.743.34 | 341,307 |
| NS7509 | Nov-01 | Φ | 500,000 | 387,275 | \$238,713.31 | 333,065 |
| NS7509 | Dec-01 | œ | 2,000,000 | 533,706 | \$609,584.63 | 426,620 |
| NS7509 | Jan-02 | \$ \$ | 2,000,000 | 495,585 446,968 | \$1,417,455.49 | 531,452 |
| NS7509 | Feb-02 | φ | 2,000,000 | 205,711 | \$1,069,410.60 \$645,000.99 | 401,400 |
| NS7509 | Mar-02 | | | 214,242 | \$573,364.13 | 242,360 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | \$573,304.13 0.00 | |
| NS7509 | May-02 | Ψ | 000,000 | 429,167 | \$173,702.49 | 39,580 |
| NS7509 | Jun-02 | | | 274,391 | \$165,808.62 | 213,451 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,493.83 | · · |
| NS7509 | Sep-02 | | 443,550.62 | 694,067 | \$194,923.27 | 380,184 |
| NS7509 | Oct-02 | | 750,000.00 | 789,279 | \$648,074.70 | 255,112 |
| NS7509 | Nov-02 | | 750,000.00 | 395,279 | | 849,239 |
| NS7509 | Dec-02 | | 1,000,000.00 | 409,279 | \$206,972.87 \$160.037.30 | 271,600 |
| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$160,937.30 \$717,253.00 | 108,800 |
| NS7509 | Feb-03 | | 141,007.00 | 548,139 | | 332,480 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$949,980.40 \$877,340.25 | 441,123 |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447.00 | 407,580 |
| NS7509 | May-03 | | 1,000,000.00 | 337,664 | \$138,532.57 | 404,560 |
| NS7509 | Jun-03 | | | 231,276 | \$39,364.00 | 230,116 |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,869.81 | 64,220 |
| NS7509 | Aug-03 | | +05,000.00 | 144,000 | \$148,558.99 | 281,424 243,396 |
| NS7509 | Sep-03 | | 100,000.00 | 191,927 | \$214,156.69 | 351,720 |
| NS7509 | Oct-03 | | 100,000.00 | 342,908 | \$161,221.73 | 263,020 |
| NS7509 | Nov-03 | | 203,000.00 | 201,591 | \$115,473.81 | 188,740 |
| NS7509 | Dec-03 | | 20,000.00 | 142,303 | \$16,673.31 | 6,040 |
| NS7509 | Jan-04 | | 20,000.00 | 202,803 | \$569,903.22 | 206,440 |
| NS7509 | Feb-04 | | 700,000.00 | 202,803 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | | 1,000,000.00 | 162,115 | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | | 286,000.00 | 437,000 | \$493,697.06 | 179,300 |
| NS7509 | May-04 | | 200,000.00 | 387,214 | \$611,172.00 | 222,160 |
| NS7509 | Jun-04 | | 600,000.00 | 624,944 | \$1,020,946.00 | 371,303 |
| NS7509 | Jul-04 | | 201,651.00 | 307,274 | \$730,187.00 | 265,123 |
| NS7509 | Aug-94 | | 438,799.00 | 321,274 | \$290,637.00 | 242,060 |
| FUNDING: | | _ | | | | |
| | ORDER FUNDING | G: | | | \$21,252,316 | |
| VALUE OF DE BALANCE R | DELIVERIES: EMAINING: | | | | \$20,799,630 \$452,685 | |
| CONTRACT | VALUE & TOTA | L QUAN | ITITIES DELIVER | ED: | \$20,799,630 | 15,236,077 |

| AMENDMENT OF SOLICITATION/N | MODIFICATION OF CO | NTRACT | 1. CONTRAG CODE | PAGE OF PAGES 1 1 |
|--|---|-----------------------|--|--|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | | ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 64 CODE | December 1, 2004 OP-OS | 7 ADMINIST | N/A ERED BY (If other than Item 6) | 0005 |
| 0002 | UP-05 | 1. ADMINIST | ERED BY (II other than item 6) | CODE |
| John F. Kennedy Space Center, N | NASA | | | |
| Procurement Office | | | | |
| Kennedy Space Center, FL 3289 | 9 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., | street county State and Zin Co. | 70) (.) | OA AMENDMENT OF COLUMN | |
| o. While the treatment of Control of Children | sheet, county, state, and zip Cot | de) (x) | 9A. AMENDMENT OF SOLICI | TATION NO. |
| Praxair, Inc. | | | | |
| Attn: Susanna Chung-Lim | | l | 9B. DATED (SEE ITEM 11) | |
| 55 Old Ridgebury Rd. | | | | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CON | ITRACT/ORDER NO. |
| | | | NAS10-12100 | |
| | | | 10B. DATED (SEE ITEM 13) | |
| CODE FACIL | ITY CODE | | August 09, 1994 | |
| 11. THIS ITE | M ONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | IS |
| The above numbered solicitation is amended as s | | | | · · · · · · · · · · · · · · · · · · · |
| Offers must acknowledge receipt of this amendment | orior to the hour and date specifie | d in the solicitation | n or as amended, by one of the fo | lowing methods: |
| (a) By completing Items 8 and 15, and returning c | opies of the amendment; (b) By a | cknowledging rec | eipt of this amendment on each c | copy of the offer submitted: or (c) By |
| separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF | to the solicitation and amendmen | ntnumbers FAIt | TIRE OF AUTIR VOKNOWI EDG | EMENT TO BE DECENTED AT |
| virtue of this amendment you desire to change an offe | er already submitted, such change | mav be made by | telegram or letter, provided each | TION OF YOUR OFFER. If by telegram or letter makes reference |
| to the solicitation and this amendment, and is receive 12. ACCOUNTING AND APPROPRIATION DATA (/ | d prior to the opening hour and da | ite specified. | - | |
| N/A | 4 | | | |
| 13. THIS ITEM AP | PLIES ONLY TO MODI | FICATIONS | OF CONTRACTS/OR | DERS, |
| | THE CONTRACT/ORDI | ER NO. AS [| DESCRIBED IN ITEM 1 | 4 |
| (x) A. THIS CHANGE ORDER IS ISSUED PUI NO. IN ITEM 10A. | чэски го. (эрвску висполку) | THE CHANGES | SET FORTH IN ITEM 14 ARE MA | ADE IN THE CONTRACT ORDER |
| | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ appropriation date, etc.) SET FORTH IN ITE | ORDER IS MODIFIED TO REFLE | ECT THE ADMINI | STRATIVE CHANGES (such as | changes in paying office, |
| X C. THIS SUPPLEMENTAL AGREEMENT IS | | | | |
| FAR 52.243-1, Changes, Articl | e B-4.H, Economic Pric | e Adjustmer | nt Provision and mutual | agreement of the |
| parties | | - | | |
| D. OTHER (Specify type of modification and | f authority) | | | |
| E. IMPORTANT: Contractor [] is not, [X | lis required to sign this doc | sumont and retu | um 2 apping to the involver | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION | N (Organized by UCF section her | adings, including | rm 3 copies to the issuing of | TICE. |
| | | | | · |
| The purpose of this modification is to (a) in pricing for the period 12/01/04 through 11/ | icorporate a replacement Eco 30/05. | onomic Price A | djustment (EPA) formula and | (b) establish the revised |
| (a) The FDA (amount of the state of the stat | | | | |
| (a) The EPA formula is hereby revised eff North American Industry Classification Sys | ective December 1, 2004, to stem index published by the t | replace discont | tinued Standard Industrial Cla | assification index for with |
| | | | | · - |
| (b) The applicable prices for the period 12 established. | /01/04 through 11/30/05 purs | uant to Article | B-4.H, Economic Price Adjus | tment Provision are hereby . |
| | | | | |
| Replacement pages 12.2, 12.3, 12.4, 12.6 contract. | 5, 12.7, 13.3, and 13.4 reflect | ing these chanç | ges are hereby attached and | shall be incorporated into the |
| 3333 | | | | |
| Event as assisted to activate and activate at | | | | |
| Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | the document referenced in Item | 9A or 10A, as her | etofore changed, remains unchar D TITLE OF CONTRACTING OF | iged and in full force and effect. |
| Michael E. Kerr | | | Morales | OLIX (Type or pull) |
| Director, Government and Aerospa 15B. CONTRACTOR/OFFEROR | | Cont | racting Officer | |
| M. A A V | 15C. DATE SIGNED | 16B. UNITED S | TATES OF AMERICA | 16C. DATE SIGNED |
| Michael E. Ply | 12/01/04 | ву | Troa Mora | C 12/01/04 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | 20.1 | | ature of Contracting Officer) | |

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| December 1, 1997 through November 30, 2010 | | | | | | | | |
|--|---------------------|---------------|-------------|-------------------|-------------|----------------|-------------|------------------|
| Values below represe | ent the E | PA Formula co | ntained | in Article B-4.H(| 2), Ecoi | nomic Price Ac | ljustme | nt |
| Provision | | | | | | | | |
| Contract | Contract Tier 1(\$) | | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$) | |
| <u>Year</u> | First | 400,000 lbs. | <u>Next</u> | 3,600,000 lbs. | Next 2 | 2,000,000 lbs. | Ove | r 6,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |
| | | | | | | | | |

| December 1, 2000 through November 30, 2010 | | | | | | | | |
|---|--------------|----------------|---------|---------------------|---------|------------------|---------|-------------------|
| Values below repres | ent the E | EPA Formula co | ntaine | d in Article B-4.H(| 3), Ec | onomic Price Ac | ljustm | ent |
| Provision | | | | | · | | • | |
| Contract | | Tier 1(\$) | | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$)*** |
| <u>Year</u> | <u>First</u> | 1,500,000 lbs. | Ne | kt 2,500,000 lbs. | Nex | t 2,000,000 lbs. | Ove | er 6,000,000 lbs. |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 |
| 12/01/04-11/30/05 | \$ | 2.8924 | \$ | 0.8382 | \$ | 0.9499 | \$ | 3.0183 |
| 12/01/05-11/30/06 | | TBD**** | | TBD**** | TBD**** | | TBD**** | |
| 12/01/06-11/30/07 | TBD**** | | TBD**** | | TBD**** | | | TBD**** |
| 12/01/07-11/30/08 | /08 TBD**** | | TBD**** | | TBD**** | | | TBD**** |
| 12/01/08-11/30/09 | | TBD**** | | TBD**** | TBD**** | | TBD**** | |
| 12/01/09-11/30/10 TBD**** TBD**** TBD**** TBD**** | | | | | | TBD**** | | |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

NAS10-12100 Mod No.64

TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|-------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transporation Charges Per Mile (\$) |
| | | |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | 1.3266 | 3.8268 |
| 12/01/05-11/30/06 | TBD* | TBD* |
| 12/01/06-11/30/07 | TBD* | TBD* |
| 12/01/07-11/30/08 | TBD* | TBD* |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. <u>Purging and Cool-Down Charges of Government Conveyances</u>

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | Price |
|-------------------|--------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | 1,948.38 |
| 12/01/05-11/30/06 | TBD* |
| 12/01/06-11/30-07 | TBD* |
| 12/01/07-11/30/08 | TBD* |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| <u>Period</u> | Charge |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

The revised prices for the period 12/1/96 through 11/30/00 were computed using the PPI/IC published by the BLS. Each annual adjustment reflects the September index and was computed in accordance with the provisions of this article

3. The revised prices for the periods December 1, 2000 through November 30, 2004 were computed using a 3-stack, composite index composed of three indexes published by the Bureau of labor Statistics; for Electric Power - East South Central and Trucking except local, General Freight and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments were computed using the following formula:

 $R = P\{1+N[(C/B)-1]\}$

where: Revised annual price Baseline price For product for SSC, Tier 1 = 0.7755For product for SSC, Tier 2 = 0.8693For product for SSC, Tier 3 = 0.8284

= For product for SSC, Tier 4 = 1.0000For prices in Table B.4.D and Article B-4.E = 0.6737

C =

R =

P =

N =

=

Base price index = 128.8B =

Current Price

Index = $128.8 \times [(x \times x \text{ HHNG/} \$1.56) + (40\% \times \text{EPPI/99.83}) + (32\% \times \text{AOPPI/} 105.36)]$

Where:

"HHNG" is the average for the twelve calendar month period (October through September) of the "Most Recent Settle" [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

"EPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

"AOPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4213#3, Not Seasonally Adjusted, for Trucking except local, General Freight, as reported by the Bureau of Labor Statistics in October of the then-current year.

4. The "TBD" prices for the annual periods December 1, 2004 through November 30, 2010, shall be computed using a 3-stack, composite index composed of three indexes published by the Bureau of labor Statistics; for Electric Power - General Freight Trucking, Local and by the New York Mercantile Exchange (NYME) for Henry Hub Natural Gas. Price adjustments shall be computed using the following formula:

$R = P\{1+N[(C/B)-1]\}$

where:

==

R = Revised annual price

P = Baseline price

N = For product for SSC, Tier 1 = 0.7755

= For product for SSC, Tier 2 = 0.8693 = For product for SSC, Tier 3 = 0.8284

= For product for SSC, Tier 4 = 1.0000

For prices in Table B.4.D and Article B-4.E = 0.6737

C = Current price index

B = Base price index = 128.8

Current Price

Index = $128.8 \times [x_{-1}] \times HHNG/\$1.56 + (40\% \times EPPI/99.83) + (32\% \times AOPPI/76.18)]$

Where:

"HHNG" is the average for the twelve calendar month period (October through September) of the "Most Recent Settle" [the Most Recent Settlement Monthly Contract Price] for Henry Hub Natural Gas as reported by the New York Mercantile Exchange in October of the then-current year.

"EPPI" is the average for the twelve calendar month period (October through September) of the Producer Price Index PCU4981#136, Not Seasonally Adjusted, for Electric Power, East South Central as reported by the Bureau of Labor Statistics in October of the then current year.

"AOPPI" is the average for the twelve calendar month period (October through September) of the NAICS Producer Price Index PCU48411-48411, General freight trucking, local, as reported by the Bureau of Labor Statistics in October of the then-current year.

Delivered price, product price, and transportation price to unforecasted destinations shall be rounded to four decimal places. All other prices shall be rounded to the nearest cent.

As soon as possible after the publication of the applicable September BLS and NYME indexes, the revised applicable price shall be computed in accordance with the provisions of this Article, and the contract shall be modified by the Contracting Officer accordingly.

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| ~ | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|---------------------------|---------------------|---------------------|
| Contract Year | <u>First 400,000 lbs.</u> | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|--|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | 3.0541 | 0.8235 | 1.4056 |
| 12/01/05-11/30/06 | TBD** | TBD** | TBD** |
| 12/01/06-11/30/07 | TBD** | TBD** | TBD** |
| 12/01/07-11/30/08 | TBD** | TBD** | TBD** |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| Contract Year | Tier 1(\$)/Pound First 400,000 lbs. | Tier 2(\$)/Pound Next 3,600,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|--|---|--|
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 - 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|--|---|--|
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 – 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| | | | 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|--|--|--|
| AMENDMENT OF SOLICITATION | N/MODIFICATION OF CO | ONTRACT | | 1 1 1 |
| 2. AMENDMENT/MODIFICATION NO. 65 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITI | ON/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY COD | | 7. ADMINISTI | ERED BY (If other than Item 6) | CODE |
| John F. Kennedy Space Center Procurement Office Kennedy Space Center, FL 32 | | | | L |
| 8. NAME AND ADDRESS OF CONTRACTOR (| No., street, county, State, and Zip Coo | de) (x) | 9A. AMENDMENT OF SOLICE | TATION NO. |
| Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810 | | | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CON NAS10-12100 | ITRACT/ORDER NO. |
| | | | 10B. DATED (SEE ITEM 13) | |
| CODE FA | ACILITY CODE | | | |
| | EM ONLY APPLIES TO A | MENDMEN | August 09, 1994 | vic . |
| X B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMEN D. OTHER (Specify type of modification) E. IMPORTANT: Contractor X is not, | copies of the amendment; (b) B a reference to the solicitation and am IPT OF OFFERS PRIOR TO THE HO offer already submitted, such change and is received prior to the opening had (if required) APPLIES ONLY TO MODIST THE CONTRACT/ORDE PURSUANT TO: (Specify authority) CT/ORDER IS MODIFIED TO REFLE ITEM 14, PURSUANT TO THE AUT IT IS ENTERED INTO PURSUANT TO and authority) Is required to sign this documents. | ed in the solicitation by acknowledging endment number out and DATE so may be made by your and date special and the solicitation of the solicitati | on or as amended, by one of the foreceipt of this amendment on easts. FAILURE OF YOUR ACKNOW SPECIFIED MAY RESULT IN REVISION OF CONTRACTS/OR DESCRIBED IN ITEM SET FORTH IN ITEM 14 ARE MUSTRATIVE CHANGES (such as 643.103(b). | collowing methods: ch copy of the offer submitted; or NLEDGEMENT TO BE RECEIVED JECTION OF YOUR OFFER. If by the telegram or letter makes RDERS, 14. ADE IN THE CONTRACT ORDER Changes in paying office, |
| The purpose of this modification The purpose of this modification Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type or print) | n is to update Table G-3A | 9A or 10A, as he 16A. NAME AND Lisa Conf | l in the attached page 3 | 34.2. |
| ~ | | BY M | a Wora | 1/20/05 |
| (Signature of person authorized to sign) | | (Sign | ature of Contracting Officer) | |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|------------------|------------------|--------|-------------------------|---------------------|------------------------------|-----------------------|
| - | | | | | | |
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | \$ | - | 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | \$ | - | 605,718 | \$420,390.77 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226.33 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 | \$ | | 436,037 | \$241,668.36 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713.31 | 333,065 |
| NS7509 | Nov-01 | | | 533,706 | \$609,584.63 | 426,620 |
| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455.49 | 531,452 |
| NS7509 | Jan-02 | \$ | 2,000,000 | 446,968 | \$1,069,410.60 | 401,400 |
| NS7509 | Feb-02 | | | 205,711 | \$645,000.99 | 242,360 |
| NS7509 | Mar-02 | • | 000 000 | 214,242 | \$573,364.13 | 215,556 |
| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | 20,00 | 39,580 |
| NS7509 | May-02 | | | 429,167 | \$173,702.49 | 213,451 |
| NS7509 NS7509 | Jun-02 | | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 NS7509 | Jul-02 | | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 NS7509 | Aug-02 Sep-02 | | 440 550 00 | 466,058 | \$290,493.83 | 380,184 |
| NS7509 NS7509 | Oct-02 | | 443,550.62 | 694,067 | \$194,923.27 | 255,112 |
| NS7509 | Nov-02 | | 750,000.00 | 789,279 | \$648,074.70 | 849,239 |
| NS7509 | Dec-02 | | 1,000,000.00 | 395,279 | \$206,972.87 | 271,600 |
| NS7509 | Jan-03 | | | 409,279 | \$160,937.30 \$747.050.00 | 108,800 |
| NS7509 | Feb-03 | | 141,667.00 | 347,750 | \$717,253.00 | 332,480 |
| NS7509 | Mar-03 | | 2,167,648.00 | 548,139 506,045 | \$949,980.40 | 441,123 |
| NS7509 | Apr-03 | | 1,000,000.00 | 596,915 306,385 | \$877,340.25 | 407,580 |
| NS7509 | May-03 | | 1,000,000.00 | 337,664 | \$568,447.00 \$138.533.57 | 404,560 |
| NS7509 | Jun-03 | | | 231,276 | \$138,532.57 \$39,364.00 | 230,116 |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,869.81 | 64,220 281,424 |
| NS7509 | Aug-03 | | 100,000.00 | 144,000 | \$148,558.99 | 243,396 |
| NS7509 | Sep-03 | | 100,000.00 | 191,927 | \$214,156.69 | 351,720 |
| NS7509 | Oct-03 | | , | 342,908 | \$161,221.73 | 263,020 |
| NS7509 | Nov-03 | | 203,000.00 | 201,591 | \$115,473.81 | 188,740 |
| NS7509 | Dec-03 | | 20,000.00 | 142,303 | \$16,673.31 | 6,040 |
| NS7509 | Jan-04 | | • | 202,803 | \$569,903.22 | 206,440 |
| NS7509 | Feb-04 | | 700,000.00 | 202,803 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | | 1,000,000.00 | 162,115 | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | | 286,000.00 | 437,000 | \$493,697.06 | 179,300 |
| NS7509 | May-04 | | | 387,214 | \$611,172.00 | 222,160 |
| NS7509 | Jun-04 | | 600,000.00 | 624,944 | \$1,020,946.00 | 371,303 |
| NS7509 | Jul-04 | | 201,651.00 | 307,274 | \$730,187.00 | 265,123 |
| NS7509 | Aug-04 | | 388,798.00 | 321,274 | \$290,637.00 | 242,060 |
| NS7509 | Sep-04 | | 151,959.00 | 674,866 | \$376,889.00 | 476,844 |
| NS7509 | Oct-04 | | 247,899.00 | 375,158 | \$265,057.00 | 338,140 |
| NS7509 | Nov-04 | | 180,006.00 | 291,376 | \$173,652.00 | 221,000 |
| NS7509 | Dec-04 | | 855,899.00 | 158,855 | \$424,207.00 | 147,180 |
| FUNDING: | | _ | | | | |
| | ORDER FUNDING | 3: | | | \$22,638,078 | |
| | DELIVERIES: | | | | \$22,039,435 | |
| BALANCE R | EMAINING: | | | | \$598,642 | |
| CONTRACT | VALUE & TOTAL | . QUAI | NTITIES DELIVER | ED: | \$22,039,435 | 16,419,241 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR | | | NITOAOT | 1. CONTRACT ID CODE | | PAGE OF | |
|---|----------------------------|---|---|---|-------------|--|-----------------|
| 2. AMENDMENT OF SOLICITATION/MODIFICATION OF CONT 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 1.4. | | | | ON PRISONESS SEC. NO. | | 1 | 1 |
| 2. AMENDMENT/MODIFICATION NO. | | See Block 16C | 4. REQUISIT | ON/PURCHASE REQ. NO. | 5. PR | OJECT NO. | (If applicable) |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINISTE | ERED BY (If other than Item 6) | COL | DE | |
| John F. Kennedy Space Co Procurement Office Kennedy Space Center, FL | | | | | | - | |
| 8. NAME AND ADDRESS OF CONTRACT | OR (No., st | reet county State and Zin Co. | de) (x) | 9A. AMENDMENT OF SOLICI | TATION | NO | |
| | | out, comp, cutto, and zip co. | (A) | ON MILITURILITY OF SOLICE | IATION | NO. | |
| Praxair, Inc. | | | | | | | |
| Attn: Susanna Chung-Lim | | 9B. DATED (SEE ITEM 11) | | | | | |
| 55 Old Ridgebury Rd. | | | | | | | |
| Danbury, CT 06810 | | | | 10A. MODIFICATION OF CON | ITRACT/ | ORDER NO. | |
| | | | | NAS10-12100 | | | |
| | | | | 10B. DATED (SEE ITEM 13) | · | | |
| CODE | FACILIT | Y CODE | | į į | | | |
| | | | MENDMEN | August 09, 1994 ITS OF SOLICITATION | NC. | | |
| | | | | | | 1 | |
| The above numbered solicitation is amo Offers must acknowledge receipt of this am | ended as se endment pri | et torth in item 14. The hour and ior to the hour and date specific | d date specified fo ed in the solicitation | or receipt of Offers [] is exte | nded, [| is not exte | ended. |
| | | | | | _ | | |
| (a) By completing Items 8 and 15, and return (c) By separate letter or telegram which incl | udes a rete | rence to the solicitation and am | andment number | E EVILLIDE VE AVIND VARIO | | こいしいし エヘーロ | C DCACCO |
| AT THE PLACE DESIGNATED FOR THE P | RECEIPT OF | F OFFERS PRIOR TO THE HO | IIR AND DATE S | SPECIFIED MAY RESULT IN DE | TECTION | N OF VOUR | OECED Khu |
| virtue of this amendment you desire to chan reference to the solicitation and this amendr | ge an oner nent, and is | aiready submitted, such changi received prior to the opening h | e may be made by our and date spe | y telegram or letter, provided eac cified. | h telegra | ım or letter m | akes |
| 12. ACCOUNTING AND APPROPRIATION N/A | DATA (If re | equired) | | | | | |
| 13. THIS ITE | M APP | LIES ONLY TO MOD | FICATIONS | OF CONTRACTS/OF | DERS | S, | |
| IT MODI | FIES TH | IE CONTRACT/ORDI | ER NO. AS I | DESCRIBED IN ITEM | 14. | | |
| (x) A. THIS CHANGE ORDER IS ISS NO. IN ITEM 10A. | UED PURS | UANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN T | THE CONTR | ACT ORDER |
| | | | | | | | |
| X B. THE ABOVE NUMBERED CON appropriation date, etc.) SET FOR | ITRACT/OF | RDER IS MODIFIED TO REFLE | CT THE ADMINI | STRATIVE CHANGES (such as | changes | in paying offi | ice, |
| C. THIS SUPPLEMENTAL AGREE | | | | | | ······································ | |
| | | | O AUTHORITY | ж. | | | |
| D. OTHER (Specify type of modified | cation and a | authority) | | | | | |
| - m (| . F 1 | | | | | | |
| E. IMPORTANT: Contractor X is | | is required to sign this docu | ment and return | n <u>3</u> copies to the issuing office |). | | |
| 14. DESCRIPTION OF AMENDMENT/MOD | IFICATION | (Organized by UCF section ne | adings, including | solicitation/contract subject matt | er where | e feasible.) | |
| The purpose of this modific | ation is | to (a) update Points o | f Contact for | Stennis Snace Center | and (| h) undate | Tahla |
| G-3A. Replacement pages | 27, 34.2 | 2 and 34.3 reflecting t | hese change | es are attached and ma | ade a r | nart of thi | s rable |
| contract. | | | J | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | • |
| Except as provided herein, all terms and con | ditions of th | ne document referenced in Item | 9A or 10A, as he | retofore changed remains unch | anned an | nd in full force | and offeet |
| 15A. NAME AND TITLE OF SIGNER (Type | or print) | | 16A. NAME ANI | TITLE OF CONTRACTING OF | FICER (| Type or print) | and enect. |
| | | | | Morales | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | tracting Officer TATES OF AMERICA | | 400 547- | NONES |
| · · · · · · · · · · · · · · · · · · · | | DATE SIGNED | (/ | TO AMERICA | | 16C. DATE | 1 |
| (Discolary of | | _ | BY N | sa Moraler | | 6/2 | 1/05 |
| (Signature of person authorized to si NSN 7540-01-152-8070 | gn) | | | ature of Contracting Officer) | | <u> </u> | |
| PREVIOUS EDITION UNUSABLE | | 30-1 | JO | STANDAR | ID FORI | M 30 (Rev. | 10-83) |

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified Destinations

Normal Receiving Hours (Local Time)1.2

Stennis Space Center (SSC)³ Bay St. Louis, MS

7 a.m. - 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

| Requirements Point of Contact (RPC) | Contracting Point of Contact (CPC) | Finance Point of Contact (FPC) |
|--|---|--|
| Gloria Jordan Jacobs Sverdrup Engineering Building 8301 SSC, MS 39529 (228) 688-2250 | Beth Bradley NASA/BA31 Building 1100 SSC, MS 39529 (228) 688-3764 | Michele Logan NASA/BA22 Building 1100 SSC, MS 39529 (228) 688-2606 |

ARTICLE F-2 ORDERING PROCEDURES

- A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:
 - 1. Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
 - 2. Contract Number and Delivery Order Number.
 - 3. Period in which deliveries shall be made pursuant to such orders.
 - Receiving destination(s).
 - 5. Necessary shipping instructions, including "Mark For" data.
 - 6. The Delivery Order value and the total funds available (Articles G-2 and G-3).

| ORDER NO. | FOR MONTH OF | | DELIVERY DER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|-------------------|-------------------------|---------------------|------------------------|-----------------------|
| NOZEGO | D 00 | • | 0.005.000 | 505.000 | | |
| NS7509 | Dec-00 | \$ | 3,095,000 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | \$ | - | 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | \$ | 4 400 000 | 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | \$ | 1,400,000 | 467,000 | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | \$ | - | 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | \$ \$ \$ \$ \$ \$ | - | 605,718 | \$420,390.77 | 786,800 |
| NS7509 | Jun-01 | \$ | - | 1,289,539 | \$389,226.33 | 726,362 |
| NS7509 | Jul-01 | \$ | 2,000,000 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | \$ | - | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 | | - | 436,037 | \$241,668.36 | 341,307 |
| NS7509 | Oct-01 | \$ | 500,000 | 387,275 | \$238,713.31 | 333,065 |
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| NS7509 | Dec-01 | \$ | 2,000,000 | 495,585 | \$1,417,455.49 | 531,452 |
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| NS7509 | Apr-02 | \$ | 800,000 | 96,425 | 0.00 | 39,580 |
| NS7509 | May-02 | | | 42 9,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 | Jul-02 | | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | | 466,058 | \$290,493.83 | 380,184 |
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| NS7509 | Nov-02 | | | 395,279 | \$206,972.87 | 271,600 |
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| NS7509 | Jan-03 | | 141,667.00 | 347,750 | \$717,253.00 | 332,480 |
| NS7509 | Feb-03 | | | 548,139 | \$949,980.40 | 441,123 |
| NS7509 | Mar-03 | | 2,167,648.00 | 596,915 | \$877,340.25 | 407,580 |
| NS7509 | Apr-03 | | 1,000,000.00 | 306,385 | \$568,447.00 | 404,560 |
| NS7509 | May-03 | | | 337,664 | \$138,532.57 | 230,116 |
| NS7509 | Jun-03 | | | 231,276 | \$39,364.00 | 64,220 |
| NS7509 | Jul-03 | | 405,000.00 | 217,000 | \$170,869.81 | 281,424 |
| NS7509 | Aug-03 | | | 144,000 | \$148,558.99 | 243,396 |
| NS7509 | Sep-03 | | 100,000.00 | 191,927 | \$214,156.69 | 351,720 |
| NS7509 | Oct-03 | | | 342,908 | \$161,221.73 | 263,020 |
| NS7509 | Nov-03 | | 203,000.00 | 201,591 | \$115,473.81 | 188,740 |
| NS7509 | Dec-03 | | 20,000.00 | 142,303 | \$16,673.31 | 6,040 |
| NS7509 | Jan-04 | | | 202,803 | \$569,903.22 | 206,440 |
| NS7509 | Feb-04 | | 700,000.00 | 202,803 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | | 1,000,000.00 | 162,115 | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | | 286,000.00 | 437,000 | \$493,697.06 | 179,300 |
| NS7509 | May-04 | | | 387,214 | \$612,703.00 | 222,160 |
| N\$7509 | Jun-04 | | 600,000.00 | 624,944 | \$1,020,946.00 | 371,303 |
| NS7509 | Jul-04 | | 201,651.00 | 307,274 | \$732,016.00 | 265,123 |
| NS7509 | Aug-04 | | 388,798.00 | 321,274 | \$290,637.00 | 242,060 |
| NS7509 | Sep-04 | | 151,959.00 | 674,866 | \$377,833.00 | 476,844 |
| NS7509 | Oct-04 | | 247,899.00 | 375,158 | \$265,057.00 | 338,140 |
| NS7509 | Nov-04 | | 180,006.00 | 291,376 | \$173,652.00 | 221,000 |
| NS7509 | Dec-04 | | 855,899.00 | 158,855 | \$424,207.00 | 147,180 |
| NS7509 | Jan-05 | | 1,500,000.00 | 268,717 | \$714,396.00 | 247,900 |
| NS7509 | Feb-05 | | 879,549.00 | 451,654 | \$1,473,713.00 | 512,460 |
| N\$7509 | Feb-05 | | | • | -\$173,323.00 | , |
| NS7509 | Mar-05 | | 1,600,000.00 | 391,976 | \$1,189,418.00 | 414,200 |
| NS7509 | Apr-05 | | 898,585.00 | 331,051 | \$688,558.00 | 392,820 |
| NS7509 | May-05 | | | 377,884 | \$157,483.00 | 190,250 |
| | | | • | • | • • • • | , |

| ORDER NO. | FOR MONTH OF | DELIVERY ORDER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|---------------------------|---------------------|------------------------|-----------------------|
| FUNDING: | | | | | |
| DELIVERY (| ORDER FUNDIN | G: | | \$27,516,212 | |
| VALUE OF I | DELIVERIES: | | | \$26,093,984 | |
| BALANCE F | REMAINING: | | | \$1,422,227 | |
| CONTRACT | VALUE & TOTA | L QUANTITIES DELIVE | RED: | \$26,093,984 | 18,176,871 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | |
|---|---|---|--|--|---|----------------------|
| 2. AMENDMENT/MODIFICATION NO. | ATION/ | 3. EFFECTIVE DATE | | COMPUS OF STATE OF ST | 1 | 1 1 |
| 67 | 2055 | See Block 16C | | ON/PURCHASE REQ. NO. | 5. PROJECT NO | . (If applicable) |
| 6. ISSUED BY | CODE | OP-OS | 7. ADMINISTI | ERED BY (if other than Item 6) | CODE | |
| John F. Kennedy Space Procurement Office Kennedy Space Center, | · | | | | | |
| 8. NAME AND ADDRESS OF CONTRA | CTOR (No. | street county State and Zin C | 000 | ON AMENDMENT OF COLUMN | | |
| | 10 1 O IV (NO., | sueet, county, state, and zip C | ode) (x) | 9A. AMENDMENT OF SOLICE | TATION NO. | |
| Praxair, Inc. Attn: Susanna Chung-Lir | n | | | 9B. DATED (SEE ITEM 11) | • | |
| 55 Old Ridgebury Rd. | | | | | | |
| Danbury, CT 06810 | | | | 10A. MODIFICATION OF CON | TRACT/ORDER N | 0. |
| | | | | NAS10-12100 | | |
| | | | | 10B. DATED (SEE ITEM 13) | | |
| CODE | FACIL | ITY CODE | | August 09, 1994 | | |
| 11. T | HIS ITE | M ONLY APPLIES TO | AMENDMEN | ITS OF SOLICITATION | VS | |
| (x) A. THIS CHANGE ORDER IS INO. IN ITEM 10A. | Includes a re E RECEIPT nange an offi ndment, and ON DATA (I TEM AP DIFIES T SSUED PUR CONTRACT/ ORTH IN ITE REEMENT IS | copies of the amendment; (b) ference to the solicitation and a OF OFFERS PRIOR TO THE Her already submitted, such changlis received prior to the opening frequired) PLIES ONLY TO MODIFIES ONLY TO MODIFIES ONLY TO MODIFIES CONTRACT/ORD RESUANT TO: (Specify authority) ORDER IS MODIFIED TO REFLEM 14, PURSUANT TO THE AUS ENTERED INTO PURSUANT | By acknowledging mendment number OUR AND DATE Sign may be made by hour and date specific actions of the Changes | receipt of this amendment on eas. FAILURE OF YOUR ACKNOWSPECIFIED MAY RESULT IN RELY telegram or letter, provided each cified. SOF CONTRACTS/ORDESCRIBED IN ITEM SET FORTH IN ITEM 14 ARE MARKED STRATIVE CHANGES (such as 6, 43.103(b). | ch copy of the offer NLEDGEMENT TO JECTION OF YOUR h telegram or letter DERS, 14. | ROFFER. If by makes |
| E. IMPORTANT: Contractor [X] | is not, | is required to sign this doc | ument and return | 1 3 copies to the issuing office | · · · · · · · · · · · · · · · · · · · | |
| 14. DESCRIPTION OF AMENDMENT/M | ODIFICATIO | N (Organized by UCF section h | eadings, including | solicitation/contract subject matter | er where feasible.) | |
| The purpose of this modification no. 38. Repmade a part of this contra | fication is | s to correct and reinse | rt Article F-3 | Plant Source that was | removed in a | rror with ned and |
| Evenent on manifold besites all the | | | | | | |
| Except as provided herein, all terms and on 15A. NAME AND TITLE OF SIGNER (Ty | conditions of pe or print) | the document referenced in Iter | 16A. NAME AND | TITLE OF CONTRACTING OF | inged and in full for FICER (Type or prin | e and effect. |
| | | | 1 | Morales tracting Officer | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | TATES OF AMERICA | 16C DAT | E SIGNED |
| | | | 2 | ~ N) | ,30. DAI | / / |
| (Signature of person authorized to | o sian) | _ | BY W | a j'joral | 10/ | 21/05 |
| NSN 7540-01-152-8070 | - 5.9.1/ | 30- | | ature of Contracting Officer) | D FORM 30 (Rev | 10 02) |
| PREVIOUS EDITION UNUSABLE | | | | SIMIDAR | ション・マー・マー・マー・マー・マー・マー・マー・マー・マー・マー・マー・マー・マー・ | . 10~03) |

Prescribed by GSA FAR (48 CFR) 53.243

- B. Amendments to delivery orders will be issued in writing on a Standard Form 30, Optional Form 347, or equivalent, in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or CPC may issue orders orally or by facsimile. The Contracting Officer or CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.
- C\ The CPC will send two (2) copies of all Delivery Orders and amendments to:

NASA/KSC

Mail Code: TA-D2-B

Kennedy Space Center, FL 32899

- D. A Request for Shipment (RFS) for Liquid Hydrogen supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at the delivery point(s) specified in Article F-1. All such RFSs from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When the RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. Normal receiving hours for the delivery point(s) are specified in Article F-1. However, when required by any order placed under this contract, the Contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
- E. A Request for Shipment against the written DOs will be placed by the RPC no later than Thursday of each week preceding the week the delivery is to be made. Verbal RFSs will be confirmed in writing as promptly as possible. Under unusual circumstances, all orders shall be accepted with a minimum of 48 hours notice.
- F. The Contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide two (2) copies of certified invoices to the address in section C above.
- G. In the event of a conflict, the Contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.
- H. The NASA Liquid Hydrogen Manager at Kennedy Space Center retains all Management responsibilities for this contract and will establish priority scheduling if conflicts occur.
- I. Any unauthorized over-shipment of the total quantity on order will be solely at the Contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

ARTICLE F-3 PLANT SOURCE

The LH2 to be delivered under this contract will normally be shipped from the Contractor's production plant located at the following address:

Praxair, Inc. Industrial Road McIntosh, AL 36553

| | | | <u> </u> | |
|--|--|--|--|--|
| AMENDMENT OF SOLICITATION/ | MODIFICATION OF CO | NTRACT | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 1 |
| 2. AMENDMENT/MODIFICATION NO. 68 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISIT | ION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | CODE |
| John F. Kennedy Space Center, I Procurement Office Kennedy Space Center, FL 3289 | | | | <u> </u> |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. | , street, county, State, and Zip Coo | de) (x) | 9A. AMENDMENT OF SOLIC | ITATION NO. |
| Praxair, Inc. Attn: Susanna Chung-Lim 55 Old Ridgebury Rd. Danbury, CT 06810 | | | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CON NAS10-12100 | √TRACT/ORDER NO. |
| | | | | |
| CODE FACI | LITY CODE | | 10B. DATED (SEE ITEM 13) | |
| | M ONLY APPLIES TO A | MENDMEN | August 09, 1994 | JC |
| []The above numbered solicitation is amended as Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning | prior to the hour and date specified copies of the amendment; (b) Bence to the solicitation and amending of the solicitation and amending the second prior to the opening hour and date for the solicitation and second prior to the opening hour and date for the second prior to the opening hour and date for the second prior to the opening hour and date for the second prior to the opening hour and date for the second prior to the opening hour and date for the second prior to the s | d in the solicitation y acknowledging ment numbers. Fit AND DATE SPE may be made by the specified. IFICATIONS ER NO. AS I THE CHANGES ECT THE ADMINI HORITY OF FAR | n or as amended, by one of the foreceipt of this amendment on each ALLURE OF YOUR ACKNOWLE CIFIED MAY RESULT IN REJECT TELEGRAPH OF THE PROVIDED TO THE PROVID | ch copy of the offer submitted; or (c) in copy of the offer submitted; or (c) in CENTROLL TO BE RECEIVED AT CTION OF YOUR OFFER. If by a telegram or letter makes reference IDERS, 14. IADE IN THE CONTRACT ORDER changes in paying office, |
| The purpose of this modification is changes are attached and made a changes are attached and made a except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | ON (Organized by UCF section here) s to update Table G-3A. a part of this contract. | 9A or 10A, as her 16A. NAME AN Lisa Cont | retofore changed, remains uncha D TITLE OF CONTRACTING OF Morales tracting Officer | or where feasible.) 3 reflecting these |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | TATES OF AMERICA | 16C. DATE SIGNED 11/9/05 |
| (Signature of person authorized to sign) | 1 | (Sigr | nature of Contracting Officer) | |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE (STENNIS SPACE CENTER ONLY)

| ORDER | FOR | DELIVERY | / MONTHLY | VALUE OF | QUANTITY |
|------------------|---------------------------|--------------------------|--------------|------------------------------|--------------------|
| NO. | MONTH OF | ORDER FUND | | DELIVERIES | DELIVERED |
| | | | 101110701 | DECIVERA | DELIVERED |
| NS7509 | Dec-00 | \$ 3,095,6 | 000 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | \$ | - 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | \$ | - 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | \$ 1,400,6 | | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | \$ | - 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | \$ | - 605,718 | \$420,390.77 | • |
| NS7509 | Jun-01 | \$ | - 1,289,539 | \$389,226.33 | 786,800 726,362 |
| NS7509 | Jul-01 | \$ 2,000,0 | | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | \$ | - 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 | Š | - 436,037 | \$241,668.36 | 341,307 |
| NS7509 | Oct-01 | \$ \$ 500,0 | | \$238,713.31 | 333,065 |
| NS7509 | Nov-01 | Ψ 000, | 533,706 | \$609,584.63 | 426,620 |
| NS7509 | Dec-01 | \$ 2,000,0 | | \$1,417,455.49 | 531,452 |
| NS7509 | Jan-02 | \$ 2,000,0 \$ 2,000,0 | • | \$1,069,410.60 | 401,400 |
| NS7509 | Feb-02 | 7 -,000, | 205,711 | \$645,000.99 | 242,360 |
| NS7509 | Mar-02 | | 214,242 | \$573,364.13 | 215,556 |
| NS7509 | Apr-02 | \$ 800,0 | | 0.00 | 39,580 |
| NS7509 | May-02 | , | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 | Jul-02 | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | 466,058 | \$290,493.83 | 380,184 |
| NS7509 | Sep-02 | 443,550 | | \$194,923.27 | 255,112 |
| NS7509 | Oct-02 | 750,000 | | \$648,074.70 | 849,239 |
| NS7509 | Nov-02 | , | 395,279 | \$206,972.87 | 271,600 |
| NS7509 | Dec-02 | 1,000,000 | | \$160,937.30 | 108,800 |
| NS7509 | Jan-03 | 141,667 | | \$717,253.00 | 332,480 |
| NS7509 | Feb-03 | • | 548,139 | \$949,980.40 | 441,123 |
| NS7509 | Mar-03 | 2,167,648 | | \$877,340.25 | 407,580 |
| NS7509 | Apr-03 | 1,000,000 | • | \$568,447.00 | 404,560 |
| NS7509 | May-03 | | 337,664 | \$138,532.57 | 230,116 |
| NS7509 | Jun-03 | | 231,276 | \$39,364.00 | 64,220 |
| NS7509 | Jul-03 | 405,000 | 0.00 217,000 | \$170,869.81 | 281,424 |
| NS7509 | Aug-03 | | 144,000 | \$148,558.99 | 243,396 |
| NS7509 | Sep-03 | 100,000 | 0.00 191,927 | \$214,156.69 | 351,720 |
| NS7509 | Oct-03 | | 342,908 | \$161,221.73 | 263,020 |
| NS7509 | Nov-03 | 203,000 | | \$115,473.81 | 188,740 |
| NS7509 | Dec-03 | 20,000 | , | \$16,673.31 | 6,040 |
| NS7509 | Jan-04 | | 202,803 | \$569,903.22 | 206,440 |
| NS7509 | Feb-04 | 700,000 | | \$222,329,18 | 80,540 |
| NS7509 | Mar-04 | 1,000,000 | | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | 286,000 | | \$493,697.06 | 179,300 |
| NS7509 | May-04 | | 387,214 | \$612,703.00 | 222,160 |
| NS7509 | Jun-04 | 600,000 | | \$1,020,946.00 | 371,303 |
| NS7509 | Jul-04 | 201,651 | | \$732,016.00 | 265,123 |
| NS7509 | Aug-04 | 388,798 | | \$290,637.00 | 242,060 |
| NS7509 | Sep-04 | 151,959 | · | \$377,833.00 | 476,844 |
| NS7509 | Oct-04 | 247,899 | • | \$265,057.00 | 338,140 |
| NS7509 | Nov-04 | 180,006 | • | \$173,652.00 | 221,000 |
| NS7509 | Dec-04 | 855,899 | | \$424,207.00 | 147,180 |
| NS7509 | Jan-05 | 1,500,000 | | \$714,396.00 | 247,900 |
| NS7509 | Feb-05 | 879,549 | 9.00 451,654 | \$1,473,713.00 | 512,460 |
| NS7509 | Feb-05 | 4 000 001 | 200 201 2== | -\$173,323.00 | |
| NS7509 NS7509 | Mar-05 | 1,600,000 | | \$1,189,418.00 | 414,200 |
| NS7509 NS7509 | Apr-05 | 898,585 | · | \$688,559.00 | 392,820 |
| NS7509 | May-05 Jun - 05 | | 377,884 | \$157,483.00 \$225,444.00 | 190,250 |
| NS7509 | Jul-05 | 67,000 | 401,203 | \$325,111.00 \$165,700.00 | 389,700 |
| , 000 | 00.00 | 07,000 | 0.00 339,734 | \$165,709.00 | 198,160 |

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE (STENNIS SPACE CENTER ONLY)

| ORDER NO. | FOR MONTH OF | DELIVERY ORDER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|--------------|-----------------|---------------------------|---------------------|------------------------|-----------------------|
| NS7509 | Aug-95 | | 396,196 | \$299,629.00 | 356,940 |
| NS7509 | Sep-05 | 69,282.00 | 462,403 | \$4,980.00 | 6,040 |
| FUNDING: | | | | | |
| DELIVERY (| ORDER FUNDING | ∋ : | | \$27,652,494 | |
| | DELIVERIES: | • | | \$26,889,414 | |
| BALANCE R | REMAINING: | | | \$763,079 | |
| CONTRACT | VALUE & TOTAL | . QUANTITIES DELIVERI | ED: | \$26,889,414 | 19,127,711 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | CONTRACT ID CODE | | PAG 1 | SE OF PAGES 6 |
|---|--|--|---|---|---------------|---------------------------------------|-----------------------|
| AMENDMENT/MODIFICATION NO. 69 | 3. EFFECTIVE DA December 1 | TE | 4. REQUISIT | ION/PURCHASE REQ. NO. N/A | 5. F | ROJECT | NO. (If applicable) |
| 6. ISSUED BY CODE | OP-08 | 3 | 7. ADMINIST | ERED BY (If other than Item 6) | О | ODE | |
| John F. Kennedy Space Center, I Procurement Office Kennedy Space Center, FL 3289 | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. | , street, county, State | e, and Zip Co | xde) (x) | 9A. AMENDMENT OF SOLIC | ITATIO | ON NO. | |
| Praxair, Inc. | | | | | | | |
| Attn: Susanna Chung-Lim | | | | 9B. DATED (SEE ITEM 11) | | · · · · · · · · · · · · · · · · · · · | |
| 55 Old Ridgebury Rd. | | | I | , , | | | |
| Danbury, CT 06810 | | | | 10A. MODIFICATION OF COM | VTRA | CT/ORDER | R NO. |
| | | | | NAS10-12100 | | | |
| | | | | | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| | LITY CODE | | | August 09, 1994 | | | |
| 11. THIS ITE | M ONLY APPL | IES TO / | AMENDMEN | ITS OF SOLICITATION | IS | | |
| []The above numbered solicitation is amended as a Offers must acknowledge receipt of this amendment | | | | | | | |
| (a) By completing Items 8 and 15, and returning By separate letter or telegram which includes a refer AT THE PLACE DESIGNATED FOR THE RECEPT by virtue of this amendment you desire to change an reference to the solicitation and this amendment, an | rence to the solicitation OF OFFERS PRIOR offer already submitted is received prior to | on and amen TO THE Ho ted, such ch | dment numbers. OUR AND DATE ange may be mad | FAİLURE OF YOUR ACKNOWL SPECIFIED MAY RESULT IN RE de by telegram or letter, provided | EDGE | MENT TO | OUR OFFER IF |
| | DUES ON VI | CO MOD | ICIC ATIONIC | OF CONTRACTOOR | | | |
| | | | | OF CONTRACTS/OR DESCRIBED IN ITEM 1 | | (5, | |
| (X) A. THIS CHANGE ORDER IS ISSUED PU ORDER NO. IN ITEM 10A. | RSUANT TO: (Spec | ify authority) | THE CHANGES | S SET FORTH IN ITEM 14 ARE N | AADE | IN THE O | ONTRACT |
| B. THE ABOVE NUMBERED CONTRACT: appropriation date, etc.) SET FORTH IN IT | ORDER IS MODIFIE EM 14, PURSUANT | D TO REFL TO THE AU | ECT THE ADMIN | STRATIVE CHANGES (such as R 43.103(b). | chan | ges in pay | ring office, |
| X C. THIS SUPPLEMENTAL AGREEMENT FAR 52.243-1, Changes, Artic parties | IS ENTERED INTO F Ie B-4.H, Econ | URSUANT omic Pric | TO AUTHORITY ce Adjustme | or: nt Provision and mutua | l agr | eemen | t of the |
| D. OTHER (Specify type of modification ar | nd authority) | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | | | | | | |
| E. IMPORTANT: Contractor [] is not, [X | is required to si | gn this doc | ument and retu | ırn <u>3</u> copies to the issuing of | ice. | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATI | ON (Organized by U | CF section h | eadings, includin | g solicitation/contract subject mai | ter wi | nere feasib | ile.) |
| The purpose of this modification is to Article B-4.H, <u>Economic Price A</u> 11/30/06 are hereby established. | s to establish th <u>Adjustment</u> Pro | ne revise vision. T | d pricing for he applicabl | the period 12/01/05 three prices for the period | oug 12/0 | h 11/30 1/05 thr | /06 pursuant ough |
| Replacement pages 12.2, 12.3, 13 | 2.4, 13.3, and | 13.4 are | attached, re | flecting this change. | | | |
| | | | | | | | |
| Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Type or print) | or the document refer | encea in Iter | n 9A or 10A, as h 16A. NAME AN | neretofore changed, remains uncl ID TITLE OF CONTRACTING OF | nange FICF | d and in fu R (Type o | ill force and effect. |
| Walter W. Cox | | | | a Csoma | | | F |
| Director, Government and Aerosp | | | | tracting Officer | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE S | IGNED | 16B. UNITED S | STATES OF AMERICA | | 16C. | DATE SIGNED |
| Camaa | 11/17/2005 | | BY A | Mon | | // | 1/28/200 |
| (Cianature of names of therized to cian) | | | | | | ⊣ | <i>t</i> (' |

(Signature of Contracting Officer)

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

(Signature of person author NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| | , , , | <u>December</u> | 1, 1997 ti | rough Novem | ber 30, | 2010 | | |
|----------------------|------------|-----------------|-------------|------------------|-------------|---------------|-------------|----------------|
| Values below represe | ent the EF | A Formula co | ntained ir | n Article B-4.H(| 2), Econ | omic Price Ad | ljustment | 1 |
| Provision | | | | | | | | |
| Contract | Т | ier 1(\$) | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$) | |
| <u>Year</u> | First 4 | 400,000 lbs. | Next 3 | ,600,000 lbs. | Next 2 | ,000,000 lbs. | | 3,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1,6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |

| · · · · · · · · · · · · · · · · · · · | | December ' | 1, 200 | 0 through Novem | ber 30. | 2010 | | |
|---------------------------------------|-----------|----------------|--------|---------------------|----------|----------------|---------|-------------------|
| Values below repres | ent the E | PA Formula co | ntaine | d in Article B-4.H(| 3), Ecoi | nomic Price Ad | liustmo | ent |
| Provision | | | | · | | | • | |
| Contract | • | Tier 1(\$) | | Tier 2 (\$) | T | ier 3 (\$) | | Tier 4 (\$)*** |
| <u>Year</u> | First | 1,500,000 lbs. | Nex | d 2,500,000 lbs. | | 2,000,000 lbs. | | er 6,000,000 lbs. |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 |
| 12/01/04-11/30/05 | \$ | 2.8924 | \$ | 0.8382 | \$ | 0.9499 | \$ | 3.0183 |
| 12/01/05-11/30/06 | \$ | 3.3467 | \$ | 0.9790 | \$ | 1.1050 | \$ | 3.5659 |
| 12/01/06-11/30/07 | | TBD**** | | TBD**** | • | TBD**** | | TBD**** |
| 12/01/07-11/30/08 | | TBD**** | | TBD**** | • | TBD**** | | TBD**** |
| 12/01/08-11/30/09 | | TBD**** | | TBD**** | • | TBD**** | | TBD**** |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | • | TBD**** | | TBD**** |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

NAS10-12100 Mod No.69

TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|-------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transporation Charges Per Mile (\$) |
| | | |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3,5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | 1.3266 | 3.8268 |
| 12/01/05-11/30/06 | 1.5177 | 4.378 |
| 12/01/06-11/30/07 | TBD* | TBD* |
| 12/01/07-11/30/08 | TBD* | TBD* |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | <u>Price</u> |
|-------------------|--------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | 1,948.38 |
| 12/01/05-11/30/06 | 2,229.03 |
| 12/01/06-11/30-07 | TBD* |
| 12/01/07-11/30/08 | TBD* |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| Period | Charge |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| Contract Year | Tier 1(\$)/Pound <u>First 1,500,000 lbs.</u> | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|---|---|--|
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |
| 12/01/05 - 11/30/06 | (0.2926) | (0.1555) | 0.3006 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 – 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|--|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1,2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | 3.0541 | 0.8235 | 1.4056 |
| 12/01/05-11/30/06 | 3.0541 | 0.8235 | 1,4056 |
| 12/01/06-11/30/07 | TBD** | TBD** | TBD** |
| 12/01/07-11/30/08 | TBD** | TBD** | TBD** |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 – 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

| AMENDMENT OF SOLICITATI | ON/MODIFICATI | ON OF CONT | RACT | 1. CONTRACT ID CODE | PAG 1 | E OF PAGES |
|--|--|--|--|--|--|--|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE D | | | L ON/PURCHASE REQ. NO. | | NO. (If applicable) |
| 70 | See Block 1 | | | | | |
| 6. ISSUED BY | OP-C | <u> </u> | ADMINIST | ERED BY (If other than Item 6) | CODE | |
| John F. Kennedy Space Cen Procurement Office Kennedy Space Center, FL | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR | (No., street, county, Sta | te. and Zin Code) | (x) | 9A. AMENDMENT OF SOLICI | TATION NO | |
| Praxair, Inc. Attn: Walter W. Cox 55 Old Ridgebury Rd. Danbury, CT 06810 | , inc., cases, coany, ca | o, and zip coddy | 1.2) | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CON NAS10-12100 | | NO. |
| | | | | | · · · · · · · · · · · · · · · · · · · | |
| CODE | FACILITY CODE | | | 10B. DATED (SEE ITEM 13) | | |
| | | LIES TO AME | NIDRAEN | August 09, 1994 ITS OF SOLICITATION | VIC | |
| [] The above numbered solicitation is amend Offers must acknowledge receipt of this amend (a) By completing Items 8 and 15, and returning (c) By separate letter or telegram which include AT THE PLACE DESIGNATED FOR THE RECVITURE of this amendment you desire to change reference to the solicitation and this amendment 12. ACCOUNTING AND APPROPRIATION DANIA. 13. THIS ITEM | ded as set forth in Item 14 diment prior to the hour are copies of the ames a reference to the solic diment of OFFERS PRIC an offer already submittent, and is received prior to ATA (If required) I APPLIES ONLY ES THE CONTRA D PURSUANT TO: (Special Control of the Item 14, PURSUANT IN ITEM 14, PURSUANT ENT IS ENTERED INTO Ion and authority) | The hour and date and date specified in the hold date specified in the hold date specified in the hold date specified and amendment of the HOUR ACT/ORDER In the hold date of th | e specified for the solicitation moviedging tent number to be made by the solicitation of the solicitation | or receipt of Offers [] is externor as amended, by one of the receipt of this amendment on eas. FAILURE OF YOUR ACKNOTS PECIFIED MAY RESULT IN RELY telegram or letter, provided each cified. SOF CONTRACTS/OF DESCRIBED IN ITEM SET FORTH IN ITEM 14 ARE METERS (Such as R 43.103(b). | ended, [] is not following methods ich copy of the off WLEDGEMENT TO JECTION OF YOU have the degram or letter than the second of the second o | s: for submitted; or FO BE RECEIVED UR OFFER. If by er makes |
| 14. DESCRIPTION OF AMENDMENT/MODIFIC The purpose of this modificati changes are attached and ma Except as provided herein, all terms and conditi 15A. NAME AND TITLE OF SIGNER (Type or | CATION (Organized by Use on is to update Tode a part of this consort the document reference to the consort the document reference to the document re | ADIC G-3A. Rocontract. | s, including eplacem r 10A, as he NAME AN Attil | solicitation/contract subject matter | er where feasible .3 reflecting | these |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE | SIGNED 16B. | | TATES OF AMERICA | 16C. D | ATE SIGNED |
| | | ВҮ | St | Thom | 1/ | 16/06 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | | 20 405 | (Sign | nature of Contracting Officer) | | · · · · · · · · · · · · · · · · · · · |
| NON 7540-01-152-6070 PREVIOUS EDITION UNUSARIE | | 30-105 | | STANDAR | RD FORM 30 (R | lev. 10-83) |

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 NAS10-12100

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE NS7509 (STENNIS SPACE CENTER ONLY)

| ORDER | FOR | DELIVERY | MONTHLY | VALUE OF | QUANTITY |
|--------|----------|-----------------|------------|---------------------|-----------|
| NO. | MONTH OF | ORDER FUNDING | FORECAST | DELIVERIES | DELIVERED |
| | | | | | |
| NS7509 | Dec-00 | \$ 3,095,000.00 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | - | 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | • | 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | 1,400,000.00 | 467,000 | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | - | 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | - | 605,718 | \$420,390.77 | 786,800 |
| NS7509 | Jun-01 | • | 1,289,539 | \$389,226.33 | 726,362 |
| NS7509 | Jul-01 | 2,000,000.00 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | - | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 | Sep-01 | - | 436,037 | \$241,668.36 | 341,307 |
| NS7509 | Oct-01 | 500,000.00 | 387,275 | \$238,713.31 | 333,065 |
| NS7509 | Nov-01 | | 533,706 | \$609,584.63 | 426,620 |
| NS7509 | Dec-01 | 2,000,000.00 | 495,585 | \$1,417,455.49 | 531,452 |
| NS7509 | Jan-02 | 2,000,000.00 | 446,968 | \$1,069,410.60 | 401,400 |
| NS7509 | Feb-02 | | 205,711 | \$645,000.99 | 242,360 |
| NS7509 | Mar-02 | | 214,242 | \$573,364.13 | 215,556 |
| NS7509 | Apr-02 | 00.000.00 | 96,425 | 0.00 | 39,580 |
| NS7509 | May-02 | | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 | Jul-02 | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | 466,058 | \$290,493.83 | 380,184 |
| NS7509 | Sep-02 | 443,550.62 | 694,067 | \$194,923.27 | 255,112 |
| NS7509 | Oct-02 | 750,000.00 | 789,279 | \$648,074.70 | 849,239 |
| NS7509 | Nov-02 | 141,667.00 | 395,279 | \$206,972.87 | 271,600 |
| NS7509 | Dec-02 | 1,000,000.00 | 409,279 | \$160,937.30 | 108,800 |
| NS7509 | Jan-03 | | 347,750.00 | \$717,253.00 | 332,480 |
| NS7509 | Feb-03 | | 548,139.00 | \$949,980.40 | 441,123 |
| NS7509 | Mar-03 | \$2,167,648 | 596,915.00 | \$877,340.25 | 407,580 |
| NS7509 | Apr-03 | \$1,000,000 | 306,385.00 | \$568,447.00 | 404,560 |
| NS7509 | May-03 | | 337,664.00 | \$138,532.57 | 230,116 |
| NS7509 | Jun-03 | | 231,276.00 | \$39,364.00 | 64,220 |
| NS7509 | Jul-03 | \$405,000 | 217,000.00 | \$170,869.81 | 281,424 |
| NS7509 | Aug-03 | | 144,000.00 | \$148,558.99 | 243,396 |
| NS7509 | Sep-03 | \$100,000 | 191,927.00 | \$214,156.69 | 351,720 |
| NS7509 | Oct-03 | | 342,908.00 | \$161,221.73 | 263,020 |
| NS7509 | Nov-03 | \$203,000 | 201,591.00 | \$115,473.81 | 188,740 |
| NS7509 | Dec-03 | \$20,000 | 142,303.00 | \$16,673.31 | 6,040 |
| NS7509 | Jan-04 | | 202,803.00 | \$569,903.22 | 206,440 |

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE NS7509 (STENNIS SPACE CENTER ONLY)

| ORDER | FOR | DELIVERY | MONTHLY | VALUE OF | QUANTITY |
|----------|-----------------|-------------------|-------------|------------------|------------|
| NO. | MONTH OF | ORDER FUNDING | FORECAST | DELIVERIES | DELIVERED |
| | | | | | |
| NS7509 | Feb-04 | \$700,000 | 202,803.00 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | \$1,000,000 | 162,115.00 | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | \$286,000 | 437,000.00 | \$493,697.06 | 179,300 |
| NS7509 | May-04 | | 387,214.00 | \$612,703,46 | 222,160 |
| NS7509 | Jun-04 | \$600,000 | 624,944.00 | \$1,020,946.10 | 371,303 |
| NS7509 | Jul-04 | \$201,651 | 307,274.00 | \$732,018,57 | 265,123 |
| NS7509 | Aug-04 | \$388,798.67 | 321,274.00 | \$290,637.42 | 242,060 |
| NS7509 | Sep-04 | \$151,959.39 | 674,866.00 | \$877.889.85 | 476,844 |
| NS7509 | Oct-04 | \$247,898.94 | 375,158.00 | \$265,057.08 | 338,140 |
| NS7509 | Nov-04 | \$180,006.28 | 291,376.00 | \$173,652.28 | 221,000 |
| NS7509 | Dec-04 | \$855,898.50 | 158,855.00 | \$424,206.65 | 147,180 |
| NS7509 | Jan-05 | \$1,500,000.00 | 268,717.00 | \$714,396.63 | 247,900 |
| NS7509 | Feb-05 | \$879,549.00 | 451,654.00 | \$1,473,713.10 | 512,460 |
| NS7509 | Feb-05 | \$0.00 | 0.00 | -\$173,323.45 | - |
| NS7509 | Mar-05 | \$1,600,000.00 | 391,976.00 | \$1,189,418.24 | 414,200 |
| NS7509 | Apr-05 | \$898,585.00 | 331,051.00 | \$688,558.75 | 392,820 |
| NS7509 | May-05 | | 377,884.00 | \$157,482.89 | 190,250 |
| NS7509 | Jun-05 | | 401,203.00 | \$325,110.83 | 389,700 |
| NS7509 | Jul-05 | \$67,000.00 | 339,734.00 | \$165,708.61 | 198,160 |
| NS7509 | Aug-05 | | 396,196.00 | \$299,629.46 | 356,940 |
| NS7509 | Sep-05 | \$69,282.00 | 462,403.00 | \$4,980.55 | 6,040 |
| NS7509 | Oct-05 | | 192,217.00 | \$259,050.87 | 309,690.00 |
| NS7509 | Nov-05 | | 541,144.00 | \$195,497.47 | 231,040.00 |
| | | | | | |
| | | | | | |
| FUNDING: | | | | | |
| | ORDER FUN | DING: | | \$ 27,652,494.33 | |
| | DELIVERIES | | | \$27,343,965.64 | |
| | REMAINING: | - | | \$308,528.69 | |
| | , | | | | |
| CONTRAC | T VALUE & TO | OTAL QUANTITIES D | ELIVERED: | \$ 27,652,494.33 | 19,668,441 |
| | DELIVEDIES | NOLLIDE EARLY DA | V DISCOUNTS | 607.040.005.04 | , , |

\$27,343,965.64

VALUE OF DELIVERIES INCLUDE EARLY PAY DISCOUNTS.

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| nominal again contain | . 02033 | | | | | |
| 8 NAME AND ADDRESS OF CONTRACT | OR (No., str | eet, county. State, and Zio (| ode) (x) | 9A. AMENDMENT OF SOLIC | TATION NO. | |
| | , , , , , , | | (12) | | | |
| Praxair, Inc. | | | | | | |
| Attn: Susanna Chung-Lim | | | - | 98. DATED (SEE ITEM 11) | - 64 | |
| 55 Old Ridgebury Rd. | | | | 100. 5 | | |
| Danbury, GT 06810 | | | ļ | 10A. MODIFICATION OF CO | NTDACTION | 6 Med |
| Danbury, G., 00010 | | | ľ | | MINACHORDER | |
| | | | | NAS10-12100 | | |
| and the state of t | | | | 10B. DATED (SEE ITEM 13) | | |
| CODE | FACILITY | CODE | | | | |
| | | | 4 | August 09, 1994 | | |
| | | · · · · · · · · · · · · · · · · · · · | | NTS OF SOLICITATION | - | |
| The above numbered solicitation is ame | nded as set t | orth in Item 14. The hour a | nd date specified f | or receipt of Offers is exte | nded. 📗 is note | stended |
| Offers must acknowledge receipt of this am | endment prid | or to the hour and date spec | ified in the solicital | ion or as amended, by one of th | e foliowing method | |
| (a) By completing items 8 and 15, and return | mina con | ies of the amendment: (b) B | v acknowledging r | ecalct of this smandment on ear | h can of the sale | |
| By separate letter or telagram which include AT THE PLACE DESIGNATED FOR THE F | es a referenc | e to the solicitation and ame | endment numbers. | FAILURE OF YOUR ACKNOW | LEDGEMENT TO | BERECEIVED |
| AT THE PLACE DESIGNATED FOR THE F by virtue of this amendment you desire to c | RECEIPT OF | OFFERS PRIOR TO THE I | HOUR AND DATE | SPECIFIED MAY RESULT IN R | EJECTION OF A | OUR OFFER IF |
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| N/A | | | | | 7.0 | |
| 13, THIS ITE | EM APPL | IES ONLY TO MOD | DIFICATIONS | OF CONTRACTS/OF | ≀DERS, 💸 | |
| IT MODI | FIES TH | E CONTRACT/ORD | DER NO. AS | DESCRIBED IN ITEM | 14. | |
| (x) A THIS CHANGE ORDER IS ISS ORDER NO IN ITEM 10A. | SUED PURSI | JANT TO: (Specify authorit | y) THE CHANGE | S SET FORTH IN ITEM 14 ARE | MADEINTHE | INTRACT |
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| B. THE ABOVE NUMBERED CO appropriation date, etc.) SET FOR | TH IN ITEM | 14. PURSUANT TO THE A | JTHORITY OF FA | NISTRATIVE CHANGES (SUCH & R 43.103/b). | is changes in pays | nerolice. |
| C THIS SUPPLEMENTAL AGRE | | | | • • | | |
| | | | | O 1. | 7.7 | |
| X D. OTHER (Specify type of modifi | | | | | | |
| Supplemental Agreeme | nt pursua | int to the mutual agi | reement of th | e parties | | |
| E. IMPORTANT: Contractor [] is n | ot, [X] | ls required to sign this do | cument and reti | urn 3_copies to the issuing o | Mica | |
| 14 DESCRIPTION OF AMENOMENT/MO | DIFICATION | (Organized by UCF section | headings, includin | a solicitation/contract subject m | atter where teach | |
| | | , , , | | | | |
| The purpose of this modific | ation is to | o formally document | the agreeme | ent reached on Januar | v 10. 2006 i | adend Tier |
| 2 pricing of \$0.9787/lb for a | ictual De | cember 2005 delive | ries of 395,4 | 57 lbs. Implementation | of Tier 1 of | in a of |
| \$3 3467/lb is thereby delay | ed by one | e (1) month and is e | ffective as of | January 1, 2006 for th | e first 1.5 Mi | lien is and |
| change to Tier 2 pricing for | the subs | equent 2 million lbs | , | - · · · · · · · · · · · · · · · · · · · | | |
| | | | | | | |
| All other Terms and Condit | ions rema | ain unchanged. | | | | |
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| | | | | | | |
| | | | | | | |
| Except as provided herein, all terms and co | inditions of th | e document referenced in it | em 9A or 10A, as | heretofore changed, remains un | changed and triff | torce and effect |
| isa, name and title of signer (Type Waiter W. Cox | e or pnnt) | | | NO TITLE OF CONTRACTING O | FFICER (Type) | |
| Director, Government and | Δarnenco | e Programa | 1 | | | |
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| | | , so. on it gioned | ISS. UNITED | OTHER OF AMERICA | | PATE SIGNED |
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| AMENDMENT OF SOLICITATION | TEL AND AND AND AND AND AND AND AND AND AND | | | 1 | 1 |
| 2. AMENDMENT/MODIFICATION NO. 72 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. | | | . (if applicable) |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINISTE | ERED BY (If other than Item 6) | CODE | |
| John F. Kennedy Space Center, Procurement Office Kennedy Space Center, FL 328 | | | | - | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No | ., street, county, State, and Zip Co | xde) (x) | 9A. AMENDMENT OF SOLICI | TATION NO. | |
| | | | | | |
| Praxair, Inc. | | | | | |
| Attn: Walter W. Cox | | | 9B. DATED (SEE ITEM 11) | | |
| 55 Old Ridgebury Rd. | | | 404 MODUSION OF CON | | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CON | TRACT/ORDER N | 5 . |
| | | | NAS10-12100 | | |
| | | | 10B. DATED (SEE ITEM 13) | | |
| CODE FAC | ILITY CODE | | August 09, 1994 | | |
| 11. THIS ITE | M ONLY APPLIES TO | AMENDMEN | | VS | |
| The above numbered solicitation is amended a | | | | | |
| Offers must acknowledge receipt of this amendmen | s sectorul in item 14. The nour ar It prior to the hour and date specifi | na date specified to led in the solicitation | or receipt of Oπers [] is exte on or as amended, by one of the t | nded, [] is not ex following methods: | dended. |
| (c) By separate letter or telegram which includes a AT THE PLACE DESIGNATED FOR THE RECEIP witue of this amendment you desire to change an oreference to the solicitation and this amendment, at 12. ACCOUNTING AND APPROPRIATION DATA N/A | FOF OFFERS PRIOR TO THE Hiffer already submitted, such chang and is received prior to the opening (If required) | nendment number OUR AND DATE S ge may be made by hour and date spe | s. FAILURE OF YOUR ACKNON SPECIFIED MAY RESULT IN RE. / telegram or letter, provided eac cified. | WLEDGEMENT TO JECTION OF YOUR h telegram or letter | BE RECEIVED |
| 13. THIS ITEM AF | PPLIES ONLY TO MOD | IFICATIONS | OF CONTRACTS/OR | DERS, | |
| IT MODIFIES | THE CONTRACT/ORD | ER NO. AS I | DESCRIBED IN ITEM | 14. | |
| (X) A. THIS CHANGE ORDER IS ISSUED PU NO. IN ITEM 10A. | PRSUANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN THE CONT | RACT ORDER |
| X B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH IN IT | T/ORDER IS MODIFIED TO REFLICE TEM 14, PURSUANT TO THE AU | ECT THE ADMINITHORITY OF FAR | STRATIVE CHANGES (such as 43.103(b). | changes in paying o | ffice, |
| C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT | TO AUTHORITY O | OF: | | · · · · · · · · · · · · · · · · · · · |
| D. OTHER (Specify type of modification a | nd authority) | | | | |
| E. IMPORTANT: Contractor [X] is not, [| lie required to story this story | | 0 | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATI | Is required to sign this doc | ument and return | n 3 copies to the issuing office | er where feesible) | |
| The purpose of this modification per contractor's e-mail dated Fet clause are attached and made a | is to add NFS clause 18 oruary 14, 2006. Replac | 352.237-73 R | Release of Sensitive Inf | ormation (Jun | e 2005) n of the |
| Francis a manifest de la companya del la companya de la companya d | . | | | | |
| Except as provided herein, all terms and conditions 15A. NAME AND TITLE OF SIGNER (Type or print, | or the document referenced in Iten | n 9A or 10A, as he | retofore changed, remains uncha D TITLE OF CONTRACTING OF | anged and in full for | e and effect. |
| The state of the s | | Attila | a Csoma tracting Officer | i ivilit (Type or pni | '' |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | TATES OF AMERICA | 16C. DAT | E SIGNED |
| | | BY J | Willow | 2/1 | 6 06 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | 30- | | ature of Contracting Officer) |] | |

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

ARTICLE I-5 RELEASE OF SENSITIVE INFORMATION NFS 1852.237-73 (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
 - (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
 - (c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

 (f) This clause does not affect NASA's responsibilities under the Freedom of Information
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

| ALIENDACHT OF COLICITATION/MO | CONTRACT ID CODE | PAGE OF PAGES | | |
|--|--|--------------------------------------|--|------------------------------------|
| AMENDMENT OF SOLICITATION/MO | | | ON/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| # | EFFECTIVE DATE December 1, 2005 | 4. REQUISITI | N/A | 5. PROJECT NO. (II applicable) |
| 6. ISSUED BY CODE | OP-OS | 7. ADMINISTE | ERED BY (if other than Item 6) | CODE |
| John F. Kennedy Space Center, NA Procurement Office Kennedy Space Center, FL 32899 | SA | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., stre | ot county State and Zin Coo | 6) (1) | 9A. AMENDMENT OF SOLICITA | ATION NO. |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Sue | ы, соину, зыне, ана 21р сос | (x) | SA, AMENDMENT OF SOCIOTA | TION NO. |
| Praxair, Inc. | | | | |
| Attn: Doreen Heal | | | 9B. DATED (SEE ITEM 11) | |
| 55 Old Ridgebury Rd. | | | | |
| Danbury, CT 06810 | | | 10A. MODIFICATION OF CONT | RACT/ORDER NO. |
| | | | NAS10-12100 | |
| | | | 10B. DATED (SEE ITEM 13) | |
| CODE FACILITY | CODE | | August 09, 1994 | |
| 11. THIS ITEM C | NLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | S |
| The above numbered solicitation is amended as set for | orth in Item 14. The hour and | date specified fo | r receipt of Offers [] is extende | d, is not extended. |
| Offers must acknowledge receipt of this amendment prio | r to the hour and date specifie | d in the solicitati | on or as amended, by one of the fo | |
| (a) By completing Items 8 and 15, and returning copie | a of the emendment: (b) Du e | almandadaina san | naint of this amondment on each a | any of the after submitted; or (a) |
| By separate letter or telegram which includes a reference | to the solicitation and amend | lment numbers. | FAILURE OF YOUR ACKNOWLED | DGEMENT TO BE RECEIVED AT |
| THE PLACE DESIGNATED FOR THE RECEIPT OF OFI virtue of this amendment you desire to change an offer all | ERS PRIOR TO THE HOUR | AND DATE SPE | CIFIED MAY RESULT IN REJECT | ION OF YOUR OFFER. If by |
| reference to the solicitation and this amendment, and is r | ready submitted, such change eceived prior to the opening h | e may be made b lour and date spe | y telegram or letter, provided each scified. | telegram of tetter makes |
| 12. ACCOUNTING AND APPROPRIATION DATA (If req | uired) | <u> </u> | | |
| N/A | | | | |
| | | | S OF CONTRACTS/ORD | |
| | | | DESCRIBED IN ITEM 1 | |
| (X) A. THIS CHANGE ORDER IS ISSUED PURSU NO. IN ITEM 10A. | ANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE MA | DE IN THE CONTRACT ORDER |
| THO. IN TILM TON. | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN ITEM 1 | | | | hanges in paying office, |
| X C. THIS SUPPLEMENTAL AGREEMENT IS EN FAR 52.243-1, Changes, Article I | | | | agreement of the |
| parties | | | | |
| D. OTHER (Specify type of modification and au | rinority) | | | |
| E. IMPORTANT: Contractor [X] is not, [] is | required to sign this deal | mont and ration | 3 copies to the issuing office. | |
| E. IMPORTANT: Contractor X is not, is | | | | r where feasible.) |
| The best of the base of the ba | organization by the desirent ne | ougo,o.oug | | |
| The purpose of this modification is to | establish the revise | ed pricing fo | r the period 12/01/06 thr | ough 11/30/07 |
| pursuant to Article B-4.H, Economic | Price Adjustment Pr | ovision. The | e applicable prices for th | e period 12/01/06 |
| through 11/30/07 are hereby establis | | | | • |
| • | | | | |
| Replacement pages 12.2, 12.3, 12.4 | , 13.3, and 13.4 are | attached, re | flecting this change. | |
| | | | | |
| | | | | |
| | | | | |
| Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print) | document referenced in Item | 19A or 10A, as h | eretolore changed, remains unchar ID TITLE OF CONTRACTING OFF | iged and in full force and effect. |
| Watte Parts Title of Glone (Type of print) | | | la Csoma | (13ho or hund |
| | | | ntracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | STATES OF AMERICA | 16C. DATE SIGNED |
| | | > | DAG- | |
| , | ↓ | BY | 7 1/ 7 Jun | 11/20/06 |
| (Signature of person authorized to sign) | 1 | | nature of Contracting Officer) | 7 F 0 7 10 00 (D 10 00) |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| | | <u>December</u> | 1 <u>, 1997 th</u> | rough Novem | <u>ber 30,</u> | 2010 | | |
|---------------------|------------|-----------------|--------------------|----------------|----------------|---------------|-----------|---------------|
| Values below repres | ent the EF | A Formula co | ntained in | Article B-4.H(| 2), Econ | omic Price Ad | ljustment | |
| Provision | | | | | | | - | |
| Contract | T | ier 1(\$) | Ti | ier 2 (\$) | Ti | ier 3 (\$) | T | ier 4 (\$) |
| Year | First | 400,000 lbs. | Next 3 | 600,000 lbs. | Next 2 | .000,000 lbs. | Over 6 | ,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |

| December 1, 2000 through November 30, 2010 | | | | | | | | |
|--|-----------|----------------|-----------|----------------------|--------|-----------------|-----------|-------------------|
| Values below repres | ent the E | PA Formula co | ntaine | ed in Article B-4.H(| 3), Ec | onomic Price Ad | justm | ent |
| Provision | | | | | | | | |
| Contract | • | Tier 1(\$) | | Tier 2 (\$) | | Tier 3 (\$) | | Tier 4 (\$)*** |
| <u>Year</u> | First | 1,500,000 lbs. | <u>Ne</u> | xt 2,500,000 lbs. | Nex | 2,000,000 lbs. | <u>Ov</u> | er 6,000,000 lbs. |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 |
| 12/01/04-11/30/05 | \$ | 2.8924 | \$ | 0.8382 | \$ | 0.9499 | \$ | 3.0183 |
| 12/01/05-11/30/06 | \$ | 3.3467 | \$ | 0.9790 | \$ | 1.1050 | \$ | 3.5659 |
| 12/01/06-11/30/07 | \$ | 3.8425 | \$ | 1.1326 | \$ | 1.2743 | \$ | 4.1636 |
| 12/01/07-11/30/08 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |
| 12/01/08-11/30/09 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), Economic Price Adjustment Provision.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), Economic Price Adjustment Provision.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

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TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|-------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transporation Charges Per Mile (\$) |
| 40/04/05 44/00/00 | 0.0070 | 0.4474 |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | 1.3266 | 3.8268 |
| 12/01/05-11/30/06 | 1.5177 | 4.378 |
| 12/01/06-11/30/07 | 1.7262 | 4.9796 |
| 12/01/07-11/30/08 | TBD* | TBD* |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | <u>Price</u> |
|-------------------|--------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | 1,948.38 |
| 12/01/05-11/30/06 | 2,229.03 |
| 12/01/06-11/30-07 | 2,535.31 |
| 12/01/07-11/30/08 | TBD* |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| <u>Period</u> | Charge |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|--|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | 3.0541 | 0.8235 | 1.4056 |
| 12/01/05-11/30/06 | 3.4800 | 0.9383 | 1.6017 |
| 12/01/06-11/30/07 | 3.8498 | 1.0380 | 1.7718 |
| 12/01/07-11/30/08 | TBD** | TBD** | TBD** |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 - 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|----------------------|---------------------|---------------------|
| Contract Year | First 1,500,000 lbs. | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0,3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |
| 12/01/05 - 11/30/06 | (0.2926) | (0.1555) | 0.3006 |
| 12/01/06 - 11/30/07 | 0.0073 | (0.0946) | 0.4975 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| ALIENDIENT OF COLUMN | | | | 1. CONTRACT ID CODE PAGE | | | F PAGES |
|--|----------------------------|--|---|--|---|----------------|-----------------|
| 2. AMENDMENT OF SOLICITATION NO. | | | | | <u>, </u> | 1 | 1 |
| 2. AMENDMENT/MODIFICATION NO. 74 | 3. | December 1, 2005 | 4. REQUISIT | ION/PURCHASE REQ. NO. N/A | 5. PRO | JECT NO. | (If applicable) |
| | ODE | OP-OS | 7. ADMINIST | ERED BY (If other than Item 6) | COD | FT | |
| | L | 0, 00 | + | | 552 | - L | |
| John F. Kennedy Space Cer | ter NA | SA | • | | | | |
| Procurement Office | | | 1 | | | | • |
| Kennedy Space Center, FL | 32899 | | | | | | |
| | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTO | R (No., str | eet, county, State, and Zip Coo | de) (x) | 9A. AMENDMENT OF SOLICI | TATION N | NO. | |
| Decreis In a | | | 1 | | | | |
| Praxair, Inc. | | | | AD DATED (ASS (TEXA) | | | |
| Attn: Doreen Heal 55 Old Ridgebury Rd. | | | | 9B. DATED (SEE ITEM 11) | | | |
| Danbury, CT 06810 | | | | 10A. MODIFICATION OF CON | ITDACTIC | NODER NO | |
| Daribury, CT 00010 | | | f . | 1 | TIMACIA | NUER NO. | • |
| | | | | NAS10-12100 | | | |
| | | | | 10B. DATED (SEE ITEM 13) | · · · · · · · · · · · · · · · · · · · | | |
| CODE | FACILITY | CODE | | August 09, 1994 | | | |
| 11. THIS | ITEM | ONLY APPLIES TO A | MENDMEN | ITS OF SOLICITATION | IS. | | |
| The above numbered solicitation is amend | | | ······ | | | | |
| Offers must acknowledge receipt of this amen | dment pric | or to the hour and date specified | date specified for d in the solicitation | receipt of Offers is extendent or as amended, by one of the fo | ed, [] is Mowing m | not extende | .d. |
| | | | | - · · | _ | | |
| (a) By completing Items 8 and 15, and returning separate letter or telegram which includes a result. | rerence to | the solicitation and amendmen | ntnumbers FAII | HRE OF YOUR ACKNOWLEDG | CMCNT T | O DE DECI | CR/CRAT |
| THE PLACE DESIGNATED FURTHE RECE | IPI OF OF | FERS PRIOR TO THE HOUR | AND DATE SPE | CIFIED MAY RESULT IN DE ICA | プロンコン・コン・コン・コン・コン・コン・コン・コン・コン・コン・コン・コン・コン・ | VALID AE | CCD KW. |
| virtue of this amendment you desire to change to the solicitation and this amendment, and is | e an otter a received n | iready submitted, such change rior to the opening hour and da | may be made by | telegram or letter, provided each | telegram | or letter ma | ikes reference |
| 12. ACCOUNTING AND APPROPRIATION D | OATA (If re | quired) | ne specified. | | | | |
| N/A | | | | | | | |
| 13. THIS ITE | M APPL | JES ONLY TO MODI | FICATIONS | OF CONTRACTS/OR | DERS, | | |
| IT MODIF | IES TH | E CONTRACT/ORD | ER NO. AS I | DESCRIBED IN ITEM 1 | 4 . | | |
| (X) A. THIS CHANGE ORDER IS ISSU NO. IN ITEM 10A. | ED PURS | UANT TO: (Specify authority) | THE CHANGES | SET FORTH IN ITEM 14 ARE M | ADE IN T | HE CONTR | ACT ORDER |
| | | | | | | | |
| X B. THE ABOVE NUMBERED CONT | RACT/OR | DER IS MODIFIED TO REFI | CT THE ADMINI | ISTRATIVE CHANGES (such as | changes i | n novina eff | |
| appropriation date, etc.) SET FORTH | IIN II EM | 14, PURSUANT TO THE AUT | HORITY OF FAR | 43.103(b). | citatiyes i | n paying on | ice, |
| C. THIS SUPPLEMENTAL AGREE | MENT IS E | NTERED INTO PURSUANT T | O AUTHORITY | OF: | · · · · · · · · · · · · · · · · · · · | ···· | |
| D. OTHER (Once it the set of the set | | | | | | | |
| D. OTHER (Specify type of modifica | uon and al | utnonty) | | | | | |
| E. IMPORTANT: Contractor [X] is r | - I I | in required to also this de- | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIF | ICATION | Is required to sign this doc | ument and retu | urn 3 copies to the issuing of | ffice. | | |
| | | Congainzed by COT Section the | aunigs, mciaunig | soncканоп/contract subject matte | r wnere te | asidie.) | |
| The purpose of this modificat | ion is to | o correct Contract Tal | ole B-4.I.2(B |) – Reimbursement Ra | te and | undate | Contract |
| Table G-3A - Delivery Order | s, Delive | eries, and Contract Va | alue. | , | <u></u> , aa | upuuto | Oomaacc |
| | | | | | | • | |
| Replacement pages 13.4, 34 | .2 and 3 | 34.3 reflecting these of | changes are | attached and are made | e part o | f this co | ntract. |
| | | | | | | | |
| | | | | | | | |
| Excent as provided herein, all terms and condi- | tione of the | document referenced in Hear | 04 404 | | | | |
| Except as provided herein, all terms and condi- 15A. NAME AND TITLE OF SIGNER (Type of | r print) | . Goodine it reletelloed it item | 16A. NAME AN | retofore changed, remains unchain D TITLE OF CONTRACTING OF | nged and | In full force | and effect. |
| | • | | | a Csoma | - ·~mi* (1) | , pa or print) | |
| | | | | tracting Officer | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | TATES OF AMERICA | T | 16C. DATE | SIGNED |
| | | | BY X | X Com | | 1/26 | 107 |
| (Signature of person authorized to sign | 7) | - | / 10 | nature of Contracting Officer) | | 1/26 | ,101 |
| NSN 7540-01-152-8070 | | 30-1 | | STANDAR | D FORM | 1 30 (Ray | 10-83) |
| PREVIOUS FOITION UNUSABLE | | | | | | 1.000. | , |

Prescribed by GSA FAR (48 CFR) 53.243

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| Contract Viscon | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|----------------------|---------------------|---------------------|
| Contract Year | First 1,500,000 lbs. | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |
| 12/01/05 - 11/30/06 | 0.1333 | (0.0407) | 0.4967 |
| 12/01/06 - 11/30/07 | 0.0073 | (0.0946) | 0.4975 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 - 11/30/02 | \$237,353.20 |
| 12/01/02 - 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 - 11/30/08 | \$279,580.97 |
| 12/01/08 - 11/30/09 | \$287,409.24 |
| 12/01/09 - 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE NS7509 (STENNIS SPACE CENTER ONLY)

| ORDER NO. | FOR MONTH OF | DELIVERY ORDER FUNDING | MONTHLY FORECAST | VALUE OF DELIVERIES | QUANTITY DELIVERED |
|------------------|------------------|---------------------------|--------------------------|----------------------------------|-----------------------|
| | | | | | |
| NS7509 | Dec-00 | \$ 3,095,000.00 | 525,000 | \$2,362,184.04 | 393,520 |
| NS7509 | Jan-01 | - | 896,119 | \$487,873.82 | 846,714 |
| NS7509 | Feb-01 | | 467,000 | \$158,235.54 | 296,675 |
| NS7509 | Mar-01 | 1,400,000.00 | 467,000 | \$263,320.13 | 493,401 |
| NS7509 | Apr-01 | - | 593,000 | \$224,552.63 | 417,473 |
| NS7509 | May-01 | - | 605,718 | \$420,390.77 | 786,800 |
| NS7509 | Jun-01 | | 1,289,539 | \$389,226.33 | 726,362 |
| NS7509 | Jul-01 | 2,000,000.00 | 711,437 | \$301,735.17 | 495,182 |
| NS7509 | Aug-01 | - | 648,194 | \$1,037,495.30 | 648,943 |
| NS7509 NS7509 | Sep-01 Oct-01 | E00.000.00 | 436,037 | \$241,668.36 | 341,307 |
| NS7509 NS7509 | Nov-01 | 500,000.00 | 387,275 533,706 | \$238,713.31 | 333,065 |
| NS7509 | Dec-01 | 2,000,000.00 | 495,585 | \$609,584.63 \$1,447,455,40 | 426,620 |
| NS7509 | Jan-02 | 2,000,000.00 | 446,968 | \$1,417,455.49 \$1,069,410.60 | 531,452 |
| NS7509 | Feb-02 | 2,000,000.00 | 205,711 | \$645,000.99 | 401,400 242,360 |
| NS7509 | Mar-02 | | 214,242 | \$573,364.13 | 215,556 |
| NS7509 | Apr-02 | 800,000.00 | 96,425 | 0.00 | 39,580 |
| NS7509 | May-02 | 000,000.00 | 429,167 | \$173,702.49 | 213,451 |
| NS7509 | Jun-02 | | 274,391 | \$165,808.62 | 215,400 |
| NS7509 | Jul-02 | | 577,779 | \$312,047.20 | 405,236 |
| NS7509 | Aug-02 | | 466,058 | \$290,493.83 | 380,184 |
| NS7509 | Sep-02 | 443,550.62 | 694,067 | \$194,923.27 | 255,112 |
| N\$7509 | Oct-02 | 750,000.00 | 789,279 | \$648,074.70 | 849,239 |
| NS7509 | Nov-02 | 141,667.00 | 395,279 | \$206,972.87 | 271,600 |
| NS7509 | Dec-02 | 1,000,000.00 | 409,279 | \$160,937.30 | 108,800 |
| NS7509 | Jan-03 | | 347,750.00 | \$717,253.00 | 332,480 |
| NS7509 | Feb-03 | | 548,139.00 | \$949,980.40 | 441,123 |
| NS7509 | Mar-03 | \$2,167,648 | 596,915.00 | \$877,340.25 | 407,580 |
| NS7509 | Apr-03 | \$1,000,000 | 306,385.00 | \$568,447.00 | 404,560 |
| NS7509 | May-03 | | 337,664.00 | \$138,532.57 | 230,116 |
| NS7509 | Jun-03 | h.o | 231,276.00 | \$39,364.00 | 64,220 |
| NS7509 | Jul-03 | \$405,000 | 217,000.00 | \$170,869.81 | 281,424 |
| NS7509 NS7509 | Aug-03 Sep-03 | \$400.000 | 144,000.00 | \$148,558.99 | 243,396 |
| NS7509 | Oct-03 | \$100,000 | 191,927.00 | \$214,156.69 | 351,720 |
| NS7509 | Nov-03 | \$203,000 | 342,908.00 201,591.00 | \$161,221.73 \$115,473.91 | 263,020 |
| NS7509 | Dec-03 | \$20,000 | 142,303.00 | \$115,473.81 \$16,673.31 | 188,740 |
| NS7509 | Jan-04 | Ψ20,000 | 202,803.00 | \$569,903.22 | 6,040 206,440 |
| NS7509 | Feb-04 | \$700,000 | 202,803.00 | \$222,329.18 | 80,540 |
| NS7509 | Mar-04 | \$1,000,000 | 162,115.00 | \$149,715.74 | 119,300 |
| NS7509 | Apr-04 | \$286,000 | 437,000.00 | \$493,697.06 | 179,300 |
| NS7509 | May-04 | • | 387,214.00 | \$612,703.46 | 222,160 |
| NS7509 | Jun-04 | \$600,000 | 624,944.00 | \$1,020,946.10 | 371,303 |
| NS7509 | Jul-04 | \$201,651 | 307,274.00 | \$732,016.57 | 265,123 |
| NS7509 | Aug-04 | \$388,798.67 | 321,274.00 | \$290,637.42 | 242,060 |
| NS7509 | Sep-04 | \$151,959.39 | 674,866.00 | \$377,833.85 | 476,844 |
| NS7509 | Oct-04 | \$247,898.94 | 375,158.00 | \$265,057.08 | 338,140 |
| NS7509 | Nov-04 | \$180,006.28 | 291,376.00 | \$173,652.28 | 221,000 |
| NS7509 | Dec-04 | \$855,898.50 | 158,855.00 | \$424,206.65 | 147,180 |
| NS7509 | Jan-05 | \$1,500,000.00 | 268,717.00 | \$714,396.63 | 247,900 |
| NS7509 | Feb-05 | \$879,549.00 | 451,654.00 | \$1,473,713.10 | 512,460 |
| NS7509 | Feb-05 | \$0.00 | 0.00 | -\$173,323.45 | - |
| NS7509 | Mar-05 | \$1,600,000.00 | 391,976.00 | \$1,189,418.24 | 414,200 |
| NS7509 | Apr-05 | \$898,585.00 | 331,051.00 | \$688,552.75 | 392,820 |
| NS7509 | May-05 | | 377,884.00 | \$157,482.89 | 190,250 |
| NS7509 | Jun-05 | 007 000 00 | 401,203.00 | \$325,110.83 | 389,700 |
| NS7509 | Jul-05 | \$67,000.00 | 339,734.00 | \$165,708.61 | 198,160 |
| NS7509 | Aug-05 | | 396,196.00 | \$299,629.46 | 356,940 |

TABLE G-3A - DELIVERY ORDERS, DELIVERIES, AND CONTRACT VALUE NS7509 (STENNIS SPACE CENTER ONLY)

| ORDER | FOR | DELIVERY | MONTHLY | VALUE OF | QUANTITY |
|------------|-----------------|-------------------------|------------|------------------|------------|
| NO. | MONTH OF | ORDER FUNDING | FORECAST | DELIVERIES | DELIVERED |
| NS7509 | Sep-05 | \$69,282.00 | 462,403.00 | \$4,980.55 | 6,040 |
| NS7509 | Oct-05 | | 192,217.00 | \$259,700.12 | 309,690.00 |
| NS7509 | Nov-05 | | 541,144.00 | \$195,497.47 | 231,040.00 |
| NS7509 | Dec-05 | \$2,867,309.71 | 257,338.00 | \$403,364.36 | 411,620.00 |
| NS7509 | Jan-06 | \$600,000.00 | 400,783.00 | \$1,365,778.72 | 477,620.00 |
| NS7509 | Feb-06 | \$0.00 | 335,836.00 | \$1,062,899.18 | 318,260.00 |
| NS7509 | Mar-06 | \$0.00 | 283,175.00 | \$450,465.82 | 134,600.00 |
| NS7509 | Apr-06 | \$1,260,000.00 | 196,375.00 | \$631,434.81 | 188,900.00 |
| NS7509 | May-06 | \$1,623,260.00 | 542,849.00 | \$876,982.85 | 262,000.00 |
| NS7509 | Jun-06 | \$350,000.00 | 231,441.00 | \$545,304.95 | 267,360.00 |
| NS7509 | Jul-06 | | 473,357.00 | \$482,491.40 | 492,540.00 |
| NS7509 | Aug-06 | \$2,000,000.00 | 801,365.00 | \$773,500.45 | 791,440.00 |
| NS7509 | Sep-06 | \$231,612.54 | 298,605.00 | \$376,876.56 | 384,780.00 |
| NS7509 | Oct-06 | \$0.00 | 182,026.00 | \$221,775.07 | 227,100.00 |
| NS7509 | nov 2006 | \$0.00 | 208,364.00 | \$155,798.06 | 159,140.00 |
| | FUNDING: | | | | |
| DELIVERY | ORDER FUNDING | i | | \$ 36,584,676.58 | |
| VALUE OF | DELIVERIES: | | | \$34,691,281.12 | |
| BALANCE F | REMAINING: | | | \$1,893,395.46 | |
| CONTRACT | VALUE & TOTAL | QUANTITIES DELIVERED: | | \$ 36,584,676.58 | 23,783,801 |
| VALUE OF D | DELIVERIES INCL | UDE EARLY PAY DISCOUNTS | 3 . | \$34,691,281.12 | |

| ANCHORE | NT OF SOI ICITATION/MODIE/ | CONTRACT | | 1. CONTRACT ID CODE | | PAGE O | F PAGES | |
|---|--|--|-----------------|---|--------------------------|---------------|-------------------|--|
| AMERUME | NT OF SOLICITATION/MODIFIC | A HONGE CONTRACT | | 1 | | 1 | 10 | |
| 2. AMENDMEN | NT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. R | EQUISITION/PURCHASE REQ. NO. | 5. P | ROJECT NO | . (If applicable) | |
| 75 | | See Block 16C | N/2 | A | | | | |
| 6. ISSUED BY | CODE | KSC | 7. A | DMINISTERED BY (If other then Item 6) | COL | NSC KSC | | |
| NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899 | | | Of MA | NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899 | | | | |
| 8. NAME AND | ADDRESS OF CONTRACTOR (No., street | it, county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | | | | |
| PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109 | | | x | 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1012100 | | | | |
| CODE | | FACILITY CODE | \dashv \mid | 10B. DATED <i>(SEE ITEM 11)</i> 08/09/1994 | | | | |
| | | 11. THIS ITEM ONLY APPLIES TO | AMENT | | | | | |
| virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (# required) N/A 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | 4. | | |
| X | D. OTHER (Specify type of modification | | <u> </u> | nd Women Owned Small B | 402 | 30 300 | | |
| E. IMPORTAN | T: Contractor is not. | x is required to sign this document | and retu | m copies to the is: | suing office | · | | |
| The purp Commerc: 2009. | pose of this supplemial Company Wide Sub | mental agreement is ocontracting Plan f atract pages 102 - | to for t | incorporate the Cont. he Period January 1, in their entirety. age numbers 102 - 11 | ractor 2007 Insert | to Dec | cember 31, | |
| 2. It is understood that another update to this Subcontracting Plan will take place to meet the corrective action plan requirements mandated by the Small Business Administration. At that time, a resubmission of the Subcontracting Plan will be required. | | | | | | | | |
| Except as prov | vided herein, all terms and conditions of t | he document referenced in Item 9A or | 10A, es | heretofore changed, remains unchanged ar | id in full for | ce and effect | • | |
| Patric | ND TITLE OF SIGNER (Type or print) k. M. Clark, VP and CTOROFFEROR | Controller 15C. DATE SIGNED | A | A NAME AND TITLE OF CONTRACTING | OFFICER | | C. DATE SIGNED | |
| | (Signature of person authorized to sign) | - 8/29/07 | 1 | Signature of Contracting Officer) | | - | 0/24/07 | |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

Small Business, Other Than Small Business,
Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business,
and Women-Owned Small Business Concerns

Effective Period of Commercial Plan

From: January 1, 2007 To: December 31, 2009



39 Old Ridgebury Road Danbury, Connecticut 06810-5123

Commercial Company-Wide Subcontracting Plan

For

Small Business, Other Than Small Business (Large),
Veteran-Owned Small Business,
Service-Disabled Veteran-Owned Small Business,
Historically Underutilized Business Zone Small Business,
Small Disadvantaged Business,
and Women-Owned Small Business Concerns

Contractor:

Praxair, Inc.

Address:

39 Old Ridgebury Road

Danbury, Connecticut 06810-5113

Telephone:

203-837-2296

Fax:

203-837-2555

Small Business

Liaison Officer:

Patrick M. Clark

E-mail:

pat_clark@praxair.com

Type of Product:

Atmospheric and other industrial and specialty gas

products, metallic and ceramic coatings and powders and related technologies, services, processes and equipment.

c)

d)

concerns are

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

 Percentage Goals (expressed in terms of percentage of total planned Subcontracting dollars)

| | Total Planned Subcontracting Dollars | \$1,300,000,000 100% |
|----|---|-------------------------|
| a) | Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns | 30.00% |
| b) | Percentage of subcontract dollars to be subcontracted to other than Small Business (LB) concerns | 70.0% |
| c) | Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB) | 1.5% |
| d) | Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SD-VOSB) concerns | 0.035% |
| e) | Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns | 0.025% |
| f) | Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns | 0.5% |
| g) | Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns | 3.00% |
| 2. | Total dollars planned to be subcontracted are \$1,300,000,0 planned to be subcontracted to: | 000 and total dollars |
| | a) Small business concerns are | \$390,000,000 |
| | b) Other than small business concerns are | \$910,000,000 |

e) HUBZone small business concerns are \$325,000
f) Small disadvantaged business concerns are \$6,500,000

Veteran-owned small business concerns are

Service-Disabled Veteran-owned small business

\$19,500,000

\$455,000

3. The principal products and services that Praxair, Inc. anticipates to subcontract and the identification of the type of business concern planned are indicated in the chart below. Those to be subcontracted to small business concerns are listed under (ii), those to be subcontracted to HUBZone small business concerns are listed under (iii), those to be subcontracted to small disadvantaged business concerns are listed under (iv), those to be subcontracted to womenowned small business concerns are listed under (v), those to be subcontracted to other than small business concerns are listed under (vi), and those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (vii) respectively in the chart below.

| | (i) | (ii) | (iii) | (iv) | (v) | (vi) | (vii) Service- Disabled |
|--|-------------------|--|------------------------------|------------------------------------|--------------------------------------|------------------------------------|--|
| | Small Business | Veteran- Owned Small Business | HUBZone Small Business | Small Disadvantaged Business | Woman- Owned Small Business | Other than Smail Business | Veteran- Owned Small Business |
| Advertising | x | X | x | X | x | X | X |
| Building Maintenance Services | x | x | x | x | × | x | x |
| Cellular Telephone Services | x | | | x | × | x | X |
| Cleaning And Janitorial Services | x | x | | x | × | x | x |
| Common Carriage - Transportation | x | | x | x | × | × | × |
| Computer Services | × | x | | x | × | x | |
| Custom Machine Shop Manufacturing | x | x | | | × | x | x |
| Gas & Liquid CylInder Repair Services | x | x | | | × | x | x |
| Heating & Air ConditionIng Repair | × | × | x | × | x | × | x |
| Industrial Process Machinery & Supply | × | x | x | x | | x | x |
| Labor Training or Development | X | X | | X | X | x | x |
| Machining Services | X | x | x | | × | x | × |
| Management Advisory Services | × | | | | × | x | |
| Material Handling Equipment & Services | x | × | x | X | | x | x |
| Measuring and Testing Servers | X | | | | X | x | |
| Mill Supplies | x | | | X | × | x | |
| Motors Repair | × | × | x | | | × | x |
| Motor Vehicle and Truck Repairs | x | x | x | X | x | x | x |
| Office Equipment & Stationery Supply | × | × | × | x | x | X | x |
| Packaging Materials (Cartons/Skids) | x | X | | X | x | x | x |
| Paint Applications, Industrial/Specialized | x | X | | x | x | × | |
| Plating Services | X | x | X | X | | x | x |
| Plowing and Landscaping Services | x | x | | x | x | | |
| Plumbing System Maintenance | × | × | | x | × | x | |
| Process Instrumentation | x | | | X | X | x | |
| Raw Material (includes chemicals) | X | | | | | x | x |
| Repair and Maintenance Services | x | x | x | × | × | × | × |
| Research & Development Services | x | | | | x | × | |
| Welding Services & Pipefitting | x | × | | × | | × | x |

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing manager is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. constantly seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion. Since 1972, Praxair, Inc. as Linde Division has participated in Union Carbide's Minority Supplier Program. Effective June 30, 1992, Praxair, Inc.

Modification 75

became an independent public company and since that date has continued to conduct the Minority Supplier Program.

a) These goals are expressed in terms of percentage of the total planned US. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the raw materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2007 through December 31, 2009. However, certain items like utilities, taxes, financial services, gas and water were not included in the planned subcontracting dollars.

| | Total Estimated Planned Subcontracting Dollars | <u>% of Total</u> 100% | <u>Dollars</u> \$1,300,000,000 |
|-----|---|---------------------------|-----------------------------------|
| (1) | Small Business (SB) | 30.0% | \$390,000,000 |
| (2) | Veteran-Owned Small Business | 1.5% | \$19,500,000 |
| (3) | HUBZone Small Business | 0.025% | \$325,000 |
| (4) | Small Disadvantaged Business | 0.5% | \$6,500,000 |
| (5) | Women-Owned Small Business | 3.0% | \$39,000,000 |
| (6) | Service-Disabled Veteran-Owned Small Business | 0.035% | \$455,400 |
| (7) | Other Than Small Business | 70.0% | \$910,000,000 |

- b) The development of goals, the solicitation of mailing lists, and the identification of the types of business concerns to be solicited are based on the following:
 - (1) Praxair, Inc. purchasing mailing lists, updated periodically;
 - (2) Regional minority purchasing council supplier information services;
 - (3) Participation in trade fairs and industry meetings;
 - (4) Advertisement in industry and local publications;
 - (5) Participation in purchasing management associations;
 - (6) Selective mailing to specific Praxair, Inc. suppliers;
 - (7) Using DOD's Central Contractor Registration (CCR) for entering and searching for small business sources and accessing the Small Business Administration's Sub-net through www.sba.gov to advertise subcontracting opportunities;
 - (8) Access to the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; and
 - (9) Veterans service organizations.

- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.
- 6. Indirect costs are () are not (X) included in the above goals.
- 7. The following individual will administer the subcontracting program:

Name:

Mr. Patrick M. Clark

E-mail.

pat_clark@praxair.com

Address:

Praxair, Inc.

39 Old Ridgebury Road Danbury, CT 06810-5113

Tele:

203-837-2296

FAX:

203-837-2555

Title:

Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts.
- b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB and WOSB concerns in all solicitations where appropriate.
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs.
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent or PL 95-507.
- e) Monitoring attainment of proposed goals.
- f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns participation.
- g) Additions to (or deletions from) the duties specified above are as follows:

The efforts to assure equitable opportunity to SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are primarily spelled out in the Administrator's duties above, and include records of individual buyer's contribution to the success of the plan. Outreach efforts will include offering the qualifying firms managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.

- 8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns will have an equitable opportunity to compete for subcontracts:
 - a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel regarding the support of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns.
 - d) Assist SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of such business concerns.
 - e) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns in all make or buy decisions.
 - f) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB. HUBZone, SDB and WOSB concerns as are referred by the small business utilization specialists.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to seek out, develop and award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flow-Down Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan".

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with the subcontracting plan; (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (eSRS), and (d) agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

Reporting Period
Oct 1 - Sep 30

Report Due Summary Subcontract Report (eSRS) <u>Due Date</u> 10/30 Modification 75

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

PRAXAIR, INC.
NAME OF CONTRACTOR

Signature:

Name and Title:

Patrick M. Clark, Vice President, Controller

& SBLO

Date Prepared:

May 10, 2007

PLAN ACCEPTED BY:

CONTRACTING OFFICER)

DATE: 8/28/67

| 2 ANACAIDMENT | AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES | | |
|---|--|---|--|---|--------------------------------|--|--|
| Z. AMENDMEN | T/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. RE | QUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | | |
| 76 | | See Block 16C | | | o. Product No. (Il applicable) | | |
| 6. ISSUED BY | CC | DDE KSC | 7. AC | MINISTERED BY (If other than Item 6) | CODE MCC | | |
| NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899 | | NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899 | | | | | |
| | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 | | | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) | | | | |
| | CT 06810-5109 | | | | | | |
| | | | x 10 | A. MODIFICATION OF CONTRACT/ORD AS1012100 | ER NO. | | |
| | | | 10 | B. DATED (SEE ITEM 11) | | | |
| CODE | | FACILITY CODE | | 8/09/1994 | | | |
| | | 11. THIS ITEM ONLY APPLIES T set forth in Item 14. The hour and date sp | | | | | |
| ee Sched | 13. THIS ITEM ONLY APPLIES T | O MODIFICATION OF CONTRACTS/ORD | | ODIFIES THE CONTRACT/ORDER NO. AS | | | |
| | | | | MINISTRATIVE CHANGES (such as char OF FAR 43.103(b). | | | |
| i i | | MENT IS ENTERED INTO PURSUANT TO | | | | | |
| I | | es, Article B-4.H, E | | | | | |
| | OTHER (Specify type of modifica | | COITOINE | c rrice Adjustment | | | |
| | | | | | | | |
| IMPORTANT: | Contractor is no | | | 1 copies to the iss | | | |
| he purpo | se of this modific through 11/30/08. | cation is to establis | sh the | olicitation/contract subject matter where to revised pricing for | posible.) the period | | |
| 2/01/07 | nt pages 12.2, 12 | .3, 12.4, 13.3 and 13 | 3.4 are | e attached. | | | |
| 2/01/07 eplaceme | ed herein, all terms and conditions o | | 10A, as here 16A. N Mar | ntofore changed, remains unchanged and IAME AND TITLE OF CONTRACTING OF | FICER (Type or print) | | |
| 2/01/07 eplaceme ccept as provide A. NAME AND | ed herein, all terms and conditions o | of the document referenced in Item 9A or 1 | 10A, as here 16A. N Mar | otofore changed, remains unchanged and i | | | |

Previous edition unusable

Prescribed by GSA FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| December | 1, 1997 through Nove | <u>mber 30, 2010</u> | |
|--------------------|---|--|--|
| the EPA Formula co | ntained in Article B-4.F | f(2), Economic Price A | djustment |
| Tier 1(\$) | Tier 2 (\$) | Tier 3: (\$) | Tier 4 (\$) |
| First 400,000 lbs. | • • • | \ · · / | Over 6,000,000 lbs. |
| 5.5463 | | | \$ 1.6178 |
| 5.5129 | \$ 0.4735 | | \$ 1.5990 |
| 5.3436 | \$ 0.4489 | | \$ 1.5035 |
| 5.3369 | \$ 0.4480 | | \$ 1.4997 |
| | Tier 1(\$) First 400,000 lbs. 5.5463 5.5129 5.3436 | the EPA Formula contained in Article B-4.F Tier 1(\$) First 400,000 lbs. 5.5463 5.5463 5.5129 0.4783 0.4783 0.4488 | the EPA Formula contained in Article B-4.H(2), Economic Price A Tier 1(\$) Tier 2 (\$) Tier 3 (\$) First 400,000 lbs. Next 3,600,000 lbs. 0.4783 0.5532 0.5479 0.4735 0.5208 |

| December 1, 2000 through November 30, 2010 | | | | | | | | |
|--|--|----------------|-----------|---------------------|-------|------------------|----------------|-------------------|
| Values below repres | ent the I | EPA Formula co | ntaine | d in Article B-4.H(| 3), E | conomic Price Ac | djustme | ent |
| Provision | | | | | | | | |
| Contract | Contract Tier 1(\$) Tier 2 (\$) Tier 3 (\$) Tier 4 (\$)*** | | | | | | Tier 4 (\$)*** | |
| <u>Year</u> | First | 1,500,000 lbs. | <u>Ne</u> | kt 2,500,000 lbs. | Nex | t 2,000,000 lbs. | | er 6,000,000 lbs. |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 |
| 12/01/04-11/30/05 | \$ | 2.8924 | \$ | 0.8382 | \$ | 0.9499 | \$ | 3.0183 |
| 12/01/05-11/30/06 | \$ | 3.3467 | \$ | 0.9790 | \$ | 1.1050 | \$ | 3.5659 |
| 12/01/06-11/30/07 | \$ | 3.8425 | \$ | 1.1326 | \$ | 1.2743 | \$ | 4.1636 |
| 12/01/07-11/30/08 | \$ | 3.3920 | \$ | 0.9930 | \$ | 1.1200 | \$ | 3.6210 |
| 12/01/08-11/30/09 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), <u>Economic Price Adjustment Provision</u>.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

NAS10-12100

TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|--------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transportation Charges Per Mile (\$) |
| | | |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | 1.3266 | 3.8268 |
| 12/01/05-11/30/06 | 1.5177 | 4.378 |
| 12/01/06-11/30/07 | 1.7262 | 4.9796 |
| 12/01/07-11/30/08 | 1.5369 | 4.4336 |
| 12/01/08-11/30/09 | TBD* | TBD* |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | Price |
|-------------------|------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | 1,948.38 |
| 12/01/05-11/30/06 | 2,229.03 |
| 12/01/06-11/30-07 | 2,535.31 |
| 12/01/07-11/30/08 | 2257.36 |
| 12/01/08-11/30/09 | TBD* |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| Charge |
|---------------|
| \$23.55 |
| 26.35 |
| 29.49 |
| 33.03 |
| 37.01 |
| |

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|-----------------------------|---------------------|---------------------|
| Contract Year | <u>First 1,500,000 lbs.</u> | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | 3.0541 | 0.8235 | 1.4056 |
| 12/01/05-11/30/06 | 3.4800 | 0.9383 | 1.6017 |
| 12/01/06-11/30/07 | 3.8498 | 1.0380 | 1.7718 |
| 12/01/07-11/30/08 | 3.5942 | .9691 | 1.6542 |
| 12/01/08-11/30/09 | TBD** | TBD** | TBD** |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|---------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 – 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|----------------------|----------------------|---------------------|---------------------|
| Contract Year | First 1,500,000 lbs. | Next 2,500,000 lbs. | Next 2,000,000 lbs. |
| 12/01/00 - 11/30/01 | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 – 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |
| 12/01/05 – 11/30/06 | (0.2926) | (0.1555) | 0.3006 |
| 12/01/06 - 11/30/07 | 0.0073 | (0.0946) | 0.4975 |
| 12/01/07 - 11/30/08 | 0.2016 | (0.0241) | 0.5335 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 - 11/30/01 | \$230,440.00 |
| 12/01/01 – 11/30/02 | \$237,353.20 |
| 12/01/02 – 11/30/03 | \$244,236.44 |
| 12/01/03 – 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 – 11/30/08 | \$279,580.97 |
| 12/01/08 – 11/30/09 | \$287,409.24 |
| 12/01/09 – 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| AMENDMENT OF SOLICITATION/M | ODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PA | GE OF PAGES |
|---|--|------------------------------|---|---------------------------------------|-------------------------------|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. RE | QUISITION/PURCHASE REQ, NO. | 5. PROJE | 1 8 CT NO. (If applicable) |
| 77 | See Block 16C | | | 0.11100 | от но. (в аррисава) |
| . ISSUED BY | CODE KSC | 7. A | OMINISTERED BY (If other than Item 6) | CODE | KSC |
| NASA/John F. Kennedy Spa Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL | | Att MAI | SA/Kennedy Space Center: In: Beverly Davis IL CODE OP-OS INEDY SPACE CENTER FL | er | |
| , NAME AND ADDRESS OF CONTRACTOR (F | la., street, county, State and ZiP Code) | (x) 19/ | A AMENDMENT OF SOLICITATION NO. | · · · · · · · · · · · · · · · · · · · | |
| RAXAIR INC | | | | | |
| ttn: NONE SPECIFIED 9 OLD RIDGEBURY RD STE : ANBURY CT 06810-5109 | 7 | | D. DATEO (SEE ITEM 11) | | |
| | | × 10 | A. MODIFICATION OF CONTRACTIONS AS 1012100 | ER NO. | |
| ODE | FACILITY CODE | | B. DATED <i>(SEE ITEM 11)</i> 18/09/1994 | ····· | |
| | 11. THIS ITEM ONLY APPLIES | 1 1 | | | |
| | S TO MODIFICATION OF CONTRACTSION | | | *** | |
| i | NTRACT/ORDER IS MODIFIED TO REFLI FORTH IN ITEM 14, PURSUANT TO THE | | | ngas in paying offi | ice, |
| X FAR 52.219-9 Small | EMENTIS ENTERED INTO PURSUANT Ll, Small Disadvantage | | | iness | |
| D. OTHER (Specily type of modifi | calion and authority) | | | | |
| MPORTANT: Contractor Dis | | | | | |
| DESCRIPTION OF AMENDMENTAMODIFICATION The purpose of this subminercial Company-Wide Stainess Concerns for the | pplemental agreement ubcontracting Plan fo period 01 Jan 2007 t | is to i r Small hrough | Incorporate the control Business and Small 131 Dec 2007. | actor's i Disadvant | pdated aged |
| Delete pages 102 throughcontracting Plan pages | | ety, re | eplacing with the atta | ached | |
| | | | | | |
| . • | | | | | |
| • | | | | | |
| cept as provided herein, all terms and condition | s of the document referenced in Item 9A or | | | | |
| A NAME AND TITLE OF SIGNER (Type or prin atrick—M _V . Clark | 0 | | AME AND TITLE OF CONTRACTING OF | | |
| P. Controller ε SBLO | | Marc | co Pachy |) (| |
| . CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. V | NATES OF AMERICA | | 16C. DATE SIGNED |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

IMPRAYAIR

39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Historically Underutilized Business Zone Small Business, Small Disadvantaged Business, and Women-Owned Small Business Concerns

Effective Period of Commercial Plan

From: January 1, 2007 to: December 31, 2007

Contractor:

Praxair, Inc.

Address:

39 Old Ridgebury Road

Danbury, Connecticut 06810-5113

Telephone:

203-837-2296

Fax:

203-837-2555

Small Business

Liaison Officer:

Patrick M. Clark

E-mail:

Pat_clark@praxair.com

Type of Product:

Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and

equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

| Tot | al Estimated Planned Subcontracting Dollars | \$1,350,000,000 |
|-----|---|-----------------|
| a) | Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns | 18.000% |
| b) | Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB) | 0.850% |
| c) | Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns | 0.005% |
| d) | Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns | 0.042% |
| e) | Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns | 0.120% |
| f) | Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns | 0.920% |

2. Total estimated dollars planned to be subcontracted are \$1,350,000,000 and total estimated dollars planned to be subcontracted to:

| a) | Small business concerns are | \$ 2 | 243,000,000 |
|----|--|------|-------------|
| b) | Veteran-owned small business concerns are | \$ | 11,475,000 |
| c) | Service-Disabled Veteran-owned small business concerns are | \$ | 67,500 |
| d) | HUBZone small business concerns are | \$ | 567,000 |
| e) | Small disadvantaged business concerns are | \$ | 1,620,000 |
| f) | Women-owned small business concerns are | \$ | 12,420,000 |

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iv), those to be subcontracted to HUBZone business concerns are listed under (v), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

| | (i) | (ii) | (iii) Service-Disabled | (iv) | (v) | (vi) |
|--|----------------|---------------------------------|---------------------------------|---------------------------------|---------------------------|---|
| | Small Business | Veteran-Owned Small Business | Veteran-Owned Small Business | HUBZone Small Small Business | Disadvantaged Business | Women-Owned Small Business |
| Raw Materials | X | X | × | x | V | *************************************** |
| Auxiliary Equipment | x | x | x | × | x | X Y |
| Fabrication General Office and | X | X | x | x | x | , x |
| Administration Suppli | | x | x | x | × | ¥ |
| Contract Services Repair and Operating | X | X | x | × | x | x |
| Supplies Computer, Communication | x ation | x | × | x | x | x |
| & Electrical Equipmen | t x | x | × | × | × | × |

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2007 through December 31, 2007. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

| | Types of Small Business Concerns | Total Estimated Planned <u>Percentage</u> | otal Estimated Planned ubcontracting <u>Dollars</u> |
|-----|---|---|---|
| (1) | Small Business (SB) | 18.000% | \$ 243,000,000 |
| (2) | Veteran Owned Small Business | 0.850% | \$ 11,475,000 |
| (3) | Service-Disabled Veteran-Owned Small Business | 0.005% | \$ 67,500 |
| (4) | HUBZone Small Business | 0.042% | \$ 567,000 |
| (5) | Small Disadvantaged Business | 0.120% | \$ 1,620,000 |
| (6) | Women-Owned Small Business | 0.092% | \$ 12,420,000 |

- b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:
 - (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
 - (2) Attending regional minority purchasing council supplier information services;
 - (3) Participating in trade fairs and industry meetings;
 - (4) Reviewing advertisements in industry and local publications;
 - (5) Participating in purchasing management associations; and
 - (6) Contacting veterans service organizations.
- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.
- 6. Indirect costs are () are not (X) included in the above goals.
- 7. The following individual will administer the subcontracting program:

Name:

Mr. Patrick M. Clark

E-mail.

pat_clark@praxair.com

Address:

Praxair, Inc.

39 Old Ridgebury Road Danbury, CT 06810-5113

Telephone:

203-837-2296

FAX:

203-837-2555

Title:

Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
- b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
- e) Monitoring attainment of proposed goals;
- f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
- g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
- 8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
 - a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - c) Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
 - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
 - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (SRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

Reporting Period

January 1 – December 31

Report
Summary Subcontract Report

Due Date January 30, 2008

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them;
- On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern:
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

| Contractor: | PRAXAIR, INC. |
|-----------------|---|
| Signature: | _ Still m Clark |
| Name and Title | |
| Name and Title: | Patrick M. Clark, Vice President, Controller & Small Business Liaison Officer |
| Date Prepared: | 12/6/07 |



m powered by symplicity

Summary

| SUMMARY | CHRC | $\Delta NITDA$ | CTD | EDODT |
|---------|------|----------------|--------|-------|
| SUMMART | SUDU | JIVIKA | NC I B | CPURI |

| 1. | Тур | e ot | Plan: | |
|----|-----|-------|-------|--|
| CO | mme | rcial | | |

2. DUNS #:

197154586

3. Corporation, Company or Subdivision Covered:

a. Vendor Name:

Praxair,Inc

b. Vendor Physical Address:

Street Address:

39, Old Ridgebury Road

City:

Danbury

State:

Connecticut

Zip+4:

06810-5113

Country:

United States

c. Vendor Mailing Address:

Street Address:

39 Old Ridgebury Road

City:

Danbury

State:

Connecticut

Zip+4:

06810-5113

Country:

United States

4. Date Submitted:

October 29, 2006

Accept/Reject

[No Current Actions To Take]

Action History

Dec 18, 2006 9:11 am Report Accepted (Attila Csoma)

Nov 02, 2006 11:53 pm Report Submitted (NELSON S TAMAKLOE)

| | | | | _ | _ | |
|---|------------|------|----------|---|----------|--|
| _ | ~ - | | T | | atio | |
| | | | | | | |
| | | | | | | |

NELSON S TAMAKLOE

6. Reporting Period::

october 1,2005 to september 30 2006

a. Year:

2006

7. Report Submitted As:

both

8. Contractors Major Products or Service Lines:

a. Product or Service #1:

Industrial Gases

i. NAICS Code # 1:

click $\underline{\text{here}}$ for description of naics codes 325120

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS

| | Whole Dollars | | Percent | |
|--------------------------------|--|----------------|--|--|
| 1a. SMALL BUSINESS CONCERNS | Agency | Dollars | | |
| CONCERNS | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 6,146,043.50 | | |
| | ENERGY, DEPARTMENT OF (8900) | 991,297.34 | | |
| | GENERAL SERVICES ADMINISTRATION (4700) | 198,259.47 | 38.2 | |
| | DEPT OF DEFENSE (9700) | 346,954.07 | | |
| | VETERANS AFFAIRS, DEPARTMENT OF (3600) | 49,564.87 | | |
| | Total | 495,648,669.00 | | |
| 1b. LARGE BUSINESS CONCERNS | Agency | Dollars | | |
| CONCERNS | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 9,948,141.25 | | |
| | ENERGY, DEPARTMENT OF (8900) | 1,604,538.91 | | |
| | GENERAL SERVICES ADMINISTRATION (4700) | 320,907.78 | 61.8 | |
| | DEPT OF DEFENSE (9700) | 561,588.62 | | |
| | VETERANS AFFAIRS, DEPARTMENT OF (3600) | 80,226.95 | | |
| | Total | 802,269,456.00 | | |
| 1c. TOTAL | Agency | Dollars | And the state of the second state of the secon | |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 16,094,184.75 | 100 | |
| | ENERGY, DEPARTMENT OF (8900) | 2,595,836.25 | | |
| | GENERAL SERVICES | 519,167.25 | | |

| ADMINISTRATION | į |
|-----------------------|---|
| (4700) | |

DEPT OF DEFENSE

908,542.69

(9700)

VETERANS AFFAIRS, 129,791.81

DEPARTMENT OF

(3600)

Total

1,297,918,125.00

| | Whole Do | llars | Percent |
|---|---|---|---------|
| 2. SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS | Agency | Dollars | |
| BOSINESS (SBB) CONCERNO | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 168,201.82 | |
| | ENERGY, DEPARTMENT OF (8900) | 27,129.33 | |
| | GENERAL SERVICES ADMINISTRATION (4700) | 5,425.87 | 1 |
| | DEPT OF DEFENSE (9700) | 9,495.26 | |
| | VETERANS AFFAIRS, DEPARTMENT OF (3600) | 1,356.47 | |
| | Total | 13,564,663.00 | : |
| | | | |
| 3. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS | Agency | Dollars | |
| BUSINESS (WOSB) CONCERNS | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | Dollars 527,358.05 | |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION | | |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT | 527,358.05 | 3.3 |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION | 527,358.05 85,057.75 | 3.3 |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION (4700) DEPT OF DEFENSE | 527,358.05 85,057.75 17,011.55 | 3.3 |
| | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION (4700) DEPT OF DEFENSE (9700) VETERANS AFFAIRS, DEPARTMENT OF | 527,358.05 85,057.75 17,011.55 29,770.21 | 3.3 |

(HBCU) AND MINORITY

| INSTITUTIONS (MI) | NATIONAL AERONAUTIC SPACE ADMINISTRATION (8000) | | |
|---|---|--|---|
| | ENERGY, DEPARTMENT (| OF 0.00 | |
| | GENERAL SERVICES ADMINISTRATION (4700 | 0.00 | · 0 |
| | DEPT OF DEFENSE (9700 | 0.00 | |
| | VETERANS AFFAIRS, DEPARTMENT OF (3600) | 0.00 | |
| | Total | 0.00 | |
| 5. HUBZone SMALL BUSINESS | Agency | Dollars | *************************************** |
| (HUBZone SB) CONERNS | NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000 | | |
| | ENERGY, DEPARTMENT ((8900) | OF 689.11 | |
| | GENERAL SERVICES ADMINISTRATION (4700 | 137.82 | 0 |
| | DEPT OF DEFENSE (9700 |)) 241.19 | |
| | VETERANS AFFAIRS, DEPARTMENT OF (3600) | 34.46 | |
| | DE1711(11) 21 (3000) | | |
| | Total | 344,556.00 | |
| 6. VETERAN-OWNED SMALL BUSINESS CONCERNS | | 344,556.00 Dollars | : : |
| | Total | | : |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION | Dollars | |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT | Dollars 294,868.58 | 1.8 |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION | Dollars 294,868.58 47,559.45 | 1.8 |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION (4700) DEPT OF DEFENSE | Dollars 294,868.58 47,559.45 9,511.89 | 1.8 |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION (4700) DEPT OF DEFENSE (9700) VETERANS AFFAIRS, DEPARTMENT OF | Dollars 294,868.58 47,559.45 9,511.89 16,645.81 | 1.8 |
| | Agency NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) ENERGY, DEPARTMENT OF (8900) GENERAL SERVICES ADMINISTRATION (4700) DEPT OF DEFENSE (9700) VETERANS AFFAIRS, DEPARTMENT OF (3600) | Dollars 294,868.58 47,559.45 9,511.89 16,645.81 2,377.97 | 1.8 |

| ENERGY, DEPARTMENT OF (8900) | 995.70 | |
|---|------------|---|
| GENERAL SERVICES ADMINISTRATION (4700) | 199.14 | |
| DEPT OF DEFENSE (9700) | 348.50 | 0 |
| VETERANS AFFAIRS, DEPARTMENT OF (3600) | 49.79 | |
| Total | 497,852.00 | |

8. ALASKA NATIVE CORPORATIONS SMALL BUSINESS CONCERNS

| Agency | Dollars | |
|--|---------|---|
| NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 0.00 | |
| ENERGY, DEPARTMENT OF (8900) | 0.00 | |
| GENERAL SERVICES ADMINISTRATION (4700) | 0.00 | 0 |
| DEPT OF DEFENSE (9700) | 0.00 | |
| VETERANS AFFAIRS, DEPARTMENT OF (3600) | 0.00 | |
| Total | 0.00 | |

9. Specify agencies to which you are submitting this report and percentages of dollars attributable to each:

| Agency | Percentage | Approver |
|--|------------|---|
| NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (8000) | 1.24% | ş inniner — in is is is is is is is is is is is is is |
| ENERGY, DEPARTMENT OF (8900) | 0.2% | |
| GENERAL SERVICES ADMINISTRATION (4700) | 0.04% | |
| DEPT OF DEFENSE (9700) | 0.07% | |
| VETERANS AFFAIRS, DEPARTMENT OF (3600) | 0.01% | |
| | | |

10. Contractors Official Who Administers Subcontracting Program:

a. Name:

NELSON TAMAKLOE

b. Title:

SBLO

c. Phone Number:

203 837 2312

11. Certification:

Yes

12. Chief Executive Officer:

a. Name:

Dennis H. Reilley

b. Title:

Chief Executive Officer

c. Date:

October 25, 2006

13. CEO Approval:

Yes

14. Please enter the email address of the Government employee(s) and/or other person(s) to be notified that you have submitted this report.:

pat_clark@praxair.com howard_brodbeck@praxair.com dennis_reilley@praxair.com jim_fuchs@praxair.com Attila.csoma@nasa.gov Paul.taravella@sba.gov Kathy.s.williams@dla.mil veronica.smith@dla.mil laurie_boye@praxair.com jim_colt@praxair.com

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF | PAGES | | |
|---|---|---|---|--|--|---------------------------------------|---------------------------------------|---------------------------------------|--|
| 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE | | | 4. F | EQUISITION/PURCHASE REQ. NO. | 5. PRO | JECT NO. | 8 (If applicable | | |
| 78 | | See Block 16C | | | | | pr approxima | 4 | |
| 6. ISSUED B | Y CODE | KSC | 7. | ADMINISTERED BY (If other than Item 6) | CODE | KSC | | , | |
| NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS | | | NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS | | | | | | |
| KERNEDI | SPACE CENTER FL 3289 | 9 | K | NNEDY SPACE CENTER FL 32 | 899 | | | | |
| | ADDRESS OF CONTRACTOR (No., street | , county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | | - 1 1 | <u> </u> | | |
| PRAXAIR | | | | DE DEVEN APPENDIX A CO | | | | | |
| | ONE SPECIFIED RIDGEBURY RD STE 7 | | 1 1 | 9B. DAYED (SEE ITEM 11) | | | | | |
| | CT 06810-5109 | | Ш | | | | | | |
| | | | × | 10A. MODIFICATION OF CONTRACT/ORDER N NAS1012100 | 5 . | | | | |
| | | | | 10B. DATED (SEE ITEM 11) | | · · · · · · · · · · · · · · · · · · · | ···· | · · · · · · · · · · · · · · · · · · · | |
| CODE | | FACILITY CODE | | 08/09/1994 | | | | | |
| | | 11. THIS ITEM ONLY APPLIES TO | MEN | DMENTS OF SOLICITATIONS | | | · · · · · · · · · · · · · · · · · · · | | |
| THE PLACE virtue of this reference to | E DESIGNATED FOR THE RECEIPT OF C samendment you desire to change an offer the solicitation and this amendment, and i TING AND APPROPRIATION DATA (If req edule | OFFERS PRIOR TO THE HOUR AND D. raineady submitted, such change may be secsived prior to the opening hour and ulred) | ATE 8 s mac date | FAILURE OF YOUR ACKNOWLEDGEMENT TO PECIFIED MAY RESULT IN REJECTION OF YO e by telegram or letter, provided each telegram or specified. MODIFIES THE CONTRACT/ORDER NO. AB DEA | OUR OFF | FER. If by takes | 14. | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED P ORDER NO. IN ITEM 10A. | URSUANT TO: (Specify authority) THE | CHA | NGES SET FORTH IN ITEM 14 ARE MADE IN TI | HE CON | TRACT | PERSONAL TOWNS | | |
| | B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH | T/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AUT | THE . | ADMINISTRATIVE CHANGES (such as changes of the Chan | n paying | g office, | F. F. L | | |
| | C. THIS SUPPLEMENTAL AGREEMEN | I IS ENTERED INTO PURSUANT TO A | UTH | PRITY OF: | ······································ | , | | | |
| X | FAR 52.219-9 Small, D. OTHER (Specify type of modification of | | anc | Women Owned Small Busin | ess | | | | |
| E. IMPORTAN | T; Contractor Dis not. | Is required to sign this document and | t retu | n1 copies to the lesuing | office. | | | | |
| | · · · · · · · · · · · · · · · · · · · | - | | g salicitation/contract subject matter where teasile incorporate into the cor | | ct, t | he | | |
| • | • | • | | Plan for Small Business | | • | | | |
| | | _ | _ | an 2008 through 31 Dec 20 | | | | | |
| | ce pages 102 through I racting Plan pages num | | γ, | replacing with the attach | ıed | | | | |
| | ID TITLE OF CICNED (Time or wint) | o document referenced in Item 9A or 10/ atrick M. Clark | | neretofore changed, remains unchanged and in ful h. NAME AND TITLE OF CONTRACTING OFFIC | | | | | |
| Vice P | resident, Controll | | Ma | irco Pochy | | | | | |
| | ttion (lake | 1/24/08 | | Supervise of Contracting Officer) | | 16C. | DATE SIGN | 08 | |
| NSN 7540-01- | Signature of paratin adhiblized to sign) 152-9070 | 11/44/00 | | | ANDAF | RD FORM 3 | 0 (REV. 10-8 | 13) | |

Pravious edillon unusable

Prescribed by GSA FAR (48 CFR) 53.243

PRAXAIR

39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Historically Underutilized Business Zone Small Business, Small Disadvantaged Business, and Women-Owned Small Business Concerns

Effective Period of Commercial Plan

From: January 1, 2008 to: December 31, 2008

Contractor:

Praxair, Inc.

Address:

39 Old Ridgebury Road

Danbury, Connecticut 06810-5113

Telephone:

203-837-2296

Fax:

203-837-2555

Small Business

Liaison Officer:

Patrick M. Clark

E-mail:

Pat_clark@praxair.com

Type of Product:

Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and

equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

| Tot | al Estimated Planned Subcontracting Dollars | \$1,253,000,000 |
|-----|---|-----------------|
| a) | Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns | 20.000% |
| b) | Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB) | 1.000% |
| c) | Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns | 0.008% |
| d) | Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns | 0.042% |
| e) | Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns | 0.130% |
| f) | Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns | 1.120% |

2. Total estimated dollars planned to be subcontracted are \$1,253,000,000 and total estimated dollars planned to be subcontracted to:

| a) | Small business concerns are | \$ 2 | 250,600,000 |
|----|--|------|-------------|
| b) | Veteran-owned small business concerns are | \$ | 12,530,000 |
| c) | Service-Disabled Veteran-owned small business concerns are | \$ | 100,240 |
| d) | HUBZone small business concerns are | \$ | 526,260 |
| e) | Small disadvantaged business concerns are | \$ | 1,628,900 |
| f) | Women-owned small business concerns are | \$ | 14,033,600 |

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iv), those to be subcontracted to HUBZone business concerns are listed under (v), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

| | (i) | (ii) | (III) Service-Disabled | (iv) | (v) | (ví) |
|--|----------------|---------------------------------|---------------------------------|---------------------------------|---------------------------|-------------------------------|
| | Small Business | Veteran-Owned Small Business | Veteran-Owned Small Business | HUBZone Small Small Business | Disadvantaged Business | Women-Owned Small Business |
| Raw Materials | X | X | x | x | | |
| Auxiliary Equipment | X | x | v | | <u>^</u> | X |
| Fabrication | Y | V | ^ | Α. | х | X |
| General Office and | ^ | * | X | x | x | x |
| Administration Suppli | es x | x | x | x | x | v |
| Contract Services Repair and Operating | X | x | × | x | x | x |
| Supplies Computer, Communica | x ution | x | x | x | × | × |
| & Electrical Equipment | | × | x | × | x | x |

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business lialson officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period January 1, 2008 through December 31, 2008. However, certain items like utilities, taxes, financial services, employee benefits, legal services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

| | Types of Small Business Concerns | Total Estimated Planned <u>Percentage</u> | otal Estimated Planned ubcontracting Dollars |
|-----|---|---|--|
| (1) | Small Business (SB) | 20.000% | \$ 250,600,000 |
| (2) | Veteran Owned Small Business | 1.000% | \$ 12,530,000 |
| (3) | Service-Disabled Veteran-Owned Small Business | 0.008% | \$ 100,240 |
| (4) | HUBZone Small Business | 0.042% | \$ 526,260 |
| (5) | Small Disadvantaged Business | 0.130% | \$ 1,628,900 |
| (6) | Women-Owned Small Business | 1.120% | \$ 14,033,600 |

- b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:
 - (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
 - (2) Attending regional minority purchasing council supplier information services;
 - (3) Participating in trade fairs and industry meetings;
 - (4) Reviewing advertisements in industry and local publications;
 - (5) Participating in purchasing management associations; and
 - (6) Contacting veterans service organizations.
- c) The goals stated above cannot be directly related to any specific government contract, but are applicable to the total of all Praxair, Inc. procurements, including those for the federal government and its agencies. However, should contract specific opportunities occur, Praxair, Inc. will utilize them as appropriate.
- 6. Indirect costs are () are not (X) included in the above goals.
- 7. The following individual will administer the subcontracting program:

Name:

Mr. Patrick M. Clark

E-mail.

pat_clark@praxair.com

Address:

Praxair, Inc.

39 Old Ridgebury Road

Danbury, CT 06810-5113

Telephone:

203-837-2296

FAX:

203-837-2555

Title:

Small Business Liaison Officer, VP Controller

The Small Business Liaison Officer's or his designee's specific duties, as they relate to Praxair, Inc.'s subcontracting program, are as follows:

General overall responsibility for review, monitoring and execution of the plan including but not limited to:

- a) Oversight of sources of Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SD-VOSB), Historically Underutilized Business Zone Small Business (HUBZone), Small Disadvantaged Business (SDB) and Women-Owned Small Business (WOSB), and effective use of identified sources in the award of the subcontracts;
- b) Assuring inclusion of SB, VOSB, SD-VSOB, HUBZone, SDB, and WOSB concerns in solicitations where appropriate;
- c) Attending or arranging for attendance at business opportunity workshops, minority business enterprise seminars, and trade fairs;
- d) Conducting or arranging for motivational training for purchasing personnel pursuant to the intent of PL 95-507;
- e) Monitoring attainment of proposed goals;
- f) Reviewing solicitations to remove statements, clauses, etc. which tend to prohibit SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns participation; and
- g) Assuring that qualified concerns are offered managerial, technical, production, and quality control assistance and relaxation of deadlines when appropriate.
- 8. Praxair, Inc. will make the following efforts to assure that SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for subcontracts:
 - a) Issue and promulgate company-wide policy statements in support of this effort, develop written procedures and work instructions, and assign specific responsibilities regarding requirements of this plan.
 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
 - d) Provide adequate and timely consideration of the potential capabilities of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns in all make or buy decisions.
 - e) Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns as are referred by the Small Business Administration's Commercial Market Representative.
 - g) In accordance with Public Law 99-661, Section 1207 and Public Law 100-180, Section 805, make every good faith effort to award contracts to SB, VOSB, SD-VOSB, HUBZone, SDB, WOSB, historically black colleges and universities, and minority institutions.

9. Flowdown Clause

Praxair, Inc. will include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer subcontracting opportunities. Praxair, Inc. will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan that complies with the requirements of FAR 52.219-9, Small Business Subcontracting Plan.

10. Reporting and Cooperation

Praxair, Inc. will give assurance of: (a) cooperation in any studies or surveys that may be required; (b) submission of periodic reports which show compliance with this subcontracting plan; and (c) submission of the Summary Subcontract Report through the electronic Summary Reporting System (SRS) as indicated in the table below. Praxair, Inc. will use good faith efforts to obtain agreement by its large business subcontractors with subcontracting plans that they will submit annual Summary Subcontract Reports.

Reporting Period Report Due Date

January 1 – December 31 Summary Subcontract Report January 30, 2009

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

- a) Records indicating the organizations contacted in an attempt to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them:
- On a company wide basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern;
- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
- d) Records of internal guidance and encouragement provided to Praxair, Inc.'s buyers through (1) workshops, seminars, and training; and (2) monitoring performance to evaluate compliance with the requirements of this subcontracting plan.

I, THE UNDERSIGNED, A DESIGNATED OFFICER OF PRAXAIR, INC., DO HEREBY STATE THAT PRAXAIR, INC. AGREES TO CARRY OUT THE GOVERNMENT'S POLICY TO PROVIDE THE MAXIMUM PRACTICABLE OPPORTUNITY FOR SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS CONCERNS TO PARTICIPATE IN THE PERFORMANCE OF THIS CONTRACT CONSISTENT WITH ITS EFFICIENT PERFORMANCE.

| Contractor: | PRAXAIR, INC. |
|-----------------|---|
| Signature: | Fath M Clark |
| • | |
| Name and Title: | Patrick M. Clark, Vice President, Controller & Small Business Liaison Officer |
| Date Prepared: | 12/19/07 |

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. (0) | YTRACT ID CODE | ···· | PAGE OF PAGES | - |
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| | | 11. THIS ITEM ONLY | APPLIES TO AUG | } | | | ···· | |
| ☐ The above | numbered solicitation is amended as set fo | | | | | | is not extended. | |
| separate is THE PLAC virtue of this reference to | d 15, and returning on ther or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C is amendment you desire to change an office to the solicitation and hits amendment, and it TING AND APPROPRATION DATA (if req | lo the solicitation and em OFFERS PRIOR TO THE raiready submitted, such s received prior to the op- | endment numbers HOUR AND DATE On ad years spirefo | i. FAILURE OF E SPECIFIED I rade by lelegra: | ANY RESULT IN DEJECTION O | TTO BE REC | EIVED AT | |
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| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED P ORDER NO. IN ITEM 10A. | | | | **** | | | - |
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (46 CFR) 59.243

PRAYAIR

39 Old Ridgebury Road Danbury, Connecticut 06810-5113

Commercial Company-Wide Subcontracting Plan

For

Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Historically Underutilized Business Zone Small Business, Small Disadvantaged Business, and Women-Owned Small Business Concerns

Effective Period of Commercial Plan

From: October 1, 2008 to: September 30, 2009

Contractor:

Praxair, Inc.

Address:

39 Old Ridgebury Road

Danbury, Connecticut 06810-5113

Telephone:

203-837-2488

Fax:

203-837-2555

Small Business

Liaison Officer:

Matthew J. White

E-mail:

Matt_white@praxair.com

Type of Product:

Atmospheric and other industrial and specialty gas products, metallic and ceramic coatings and powders and related technologies, services, processes and

equipment.

The following, together with any attachments, is hereby submitted as a commercial subcontracting plan to satisfy the requirements of Public Law 95-507 and in accordance with FAR Clause 52.219-9 in Praxair, Inc. solicitations.

1. Percentage Goals (expressed in terms of percentages of total estimated planned subcontracting dollars)

2.

| Total Estimated Planned Subcontracting Dollars | \$1,500,000,000 |
|---|-------------------------------|
| Percentage of subcontract dollars to be subcontracted to Small Business (SB) concerns | 17.00% |
| Percentage of subcontract dollars to be subcontracted to Veteran-Owned Small Business concerns (VOSB) | 1.00% |
| Percentage of subcontracting dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns | 0.01% |
| d) Percentage of subcontract dollars to be subcontracted to Historically Underutilized Business Zone Small Business (HUBZone) concerns | 0.03% |
| e) Percentage of subcontract dollars to be subcontracted to Small Disadvantaged Business (SDB) concerns | 0.058% |
| f) Percentage of subcontract dollars to be subcontracted to Women-Owned Small Business (WOSB) concerns | 1.15% |
| Total estimated dollars planned to be subcontracted are \$1,500,000,000 planned to be subcontracted to: | 0 and total estimated dollars |
| a) Small business concerns are | \$ 255,000,000 |
| b) Veteran-owned small business concerns are | \$ 15,000,000 |
| c) Service-Disabled Veteran-owned small business concerns are | \$ 150,000 |
| d) HUBZone small business concerns are | \$ 450,000 |

870,000

\$ 17,250,000

e) Small disadvantaged business concerns are

f) Women-owned small business concerns are

3. The principal products and services that Praxair, Inc. anticipates to subcontract are contained in category groupings listed in the chart below. These groupings represent approximately 500 commodity codes. The identification of the type of business concern planned for each category grouping is provided in the chart below. Those to be subcontracted to small business concerns are listed under (i), those to be subcontracted to veteran-owned small business concerns are listed under (ii), those to be subcontracted to service-disabled veteran-owned small business concerns are listed under (iv), those to be subcontracted to HUBZone business concerns are listed under (iv), those to be subcontracted to small disadvantaged business concerns are listed under (v), those to be subcontracted to women-owned small business concerns are listed under (vi) respectively in the chart below.

| | (i) | (il) | (iii) Service-Disabled | (iv) | (v) | (vi) |
|--|----------------|---------------------------------|---------------------------------|---------------------------------|---------------------------|-------------------------------|
| | Small Business | Veteran-Owned Small Business | Veteran-Owned Small Business | HUBZone Small Small Business | Disadvantaged Business | Women-Owned Small Business |
| Raw Materials | x | . x | X | × | x | ¥ |
| Auxiliary Equipment | x | x | × | x | × | ~ * |
| Fabrication General Office and | x | × | x | × | × | × |
| Administration Suppli | ies x | × | × | × | ¥ | |
| Contract Services Repair and Operating | × | × | × | × | x | x |
| Supplies Computer, Communication | x ation | x | × | X | × | . x |
| & Electrical Equipment | | × | × | × | × | × |

4. The method used to develop the above subcontracting goals is as follows:

At the end of each year, each purchasing director is contacted to evaluate actual performance versus goal. The evaluation seeks to address deficiencies, if any, and how to improve performance. Thereafter, the goals for the succeeding year are formulated and communicated to the corporate small business liaison officer who coordinates the establishment of goals by Praxair, Inc. for the coming year.

5. The method used to identify potential sources for solicitation purposes is as follows:

Praxair, Inc. continually seeks new sources of supply for raw materials, components, supplies and services from small business, veteran-owned small business, service-disabled veteran-owned small business, historically underutilized business zone small business, small disadvantaged business, and women-owned small business concerns able to provide quality products and services in a timely fashion.

a) These goals, which Praxair, Inc. will make good faith efforts to meet, are expressed in terms of percentages of the total planned U.S. domestic subcontracting dollars for commercial business including governmental business. Praxair, Inc. has included the materials, components, supplies and services needed to support its U.S. operations for the period October 1, 2008 through September 30, 2009. However, certain items like utilities, taxes, financial services, employee-benefits, legal-services, logistic services, and industrial gases are not included in the planned subcontracting dollars.

| | Types of Small Business Concerns | Total Estimated Planned Percentage | _ | tal Estimated Planned bcontracting Dollars |
|-----|---|------------------------------------|------|--|
| (1) | Small Business (SB) | 17.00% | \$: | 255,000,000 |
| (2) | Veteran Owned Small Business | 1.00% | \$ | 15,000,000 |
| (3) | Service-Disabled Veteran-Owned Small Business | 0.01% | \$ | 150,000 |
| (4) | HUBZone Small Business | 0.03% | \$ | 450,000 |
| (5) | Small Disadvantaged Business | 0.058% | \$ | 870,000 |
| (6) | Women-Owned Small Business | 1.15% | \$ | 17,250,000 |

- b) The development of goals and the identification of the types of small business concerns to be considered are based on implementing the following as appropriate:
 - (1) Using DOD's Central Contractor Registration (CCR) for verifying HUBZone and Small Disadvantaged Business sources;
 - (2) Attending regional minority purchasing council supplier information services;
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 - (4) Reviewing advertisements in industry and local publications;
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- 6. Indirect costs are () are not (X) included in the above goals.
- 7. The following individual will administer the subcontracting program:

Name:

Mr. Matthew J. White

E-mail.

matt_white@praxair.com

Address:

Praxair, Inc.

39 Old Ridgebury Road

Telephone:

Danbury, CT 06810-5113

FAX:

203-837-2488 203-837-2555

Title:

Small Business Liaison Officer, VP Controller

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- e) Monitoring attainment of proposed goals;
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 - b) Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress and establishment of overall business and company goals and objectives.
 - Attend and arrange purchasing personnel representation at events involving the support of SB, VOSB, SD-VOSB, HUBZone, SDB, and WOSB concerns.
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Reporting Period
Oct. 1, 2008 – Sept. 30, 2009

Report
Summary Subcontract Report

<u>Due Date</u> October 31, 2009

11. Recordkeeping

The following is a recitation of the type of records Praxair, Inc. will maintain to demonstrate the procedures adopted to comply with the requirements and goals in this subcontracting plan. These records will include, but not be limited to, the following:

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- c) Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources; and (4) veterans service organizations.
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Contractor:

PRAXAIR, INC.

Signature:

Matthew J. White, Vice President, Controller

& Small Business Liaison Officer

Date Prepared:

Name and Title:

| AMENDMENT OF SOLICITATION/MODIFIC | ATION (CONTRA | ACT | 1. CONTRACT ID CODE | PAGE OF PAGES | | | | |
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| AMERICAL OF COLICITATION MODIFIC | ATION OF CONTRO | | | 1 1 6 | | | | |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. 1 | REQUISITION/PURCHASE REQ. NO, | 5. PROJECT NO. (If applicable) | | | | |
| 80 | 11/17/2008 | | | | | | | |
| 6. ISSUED BY CODE | KSC | 7. | ADMINISTERED BY (If other than Item 6) | CODE KSC | | | | |
| NASA/John F. Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899 | | | NASA/Kennedy Space Center Attn: Beverly Davis MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899 | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street | l, county, State and ZIP Code, |) (x) | 9A. AMENDMENT OF SOLICITATION NO. | | | | | |
| PRAXAIR INC Attn: NONE SPECIFIED 39 OLD RIDGEBURY RD STE 7 DANBURY CT 06810-5109 | | | 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NAS1012100 | NO. | | | | |
| CODE | EACH ITY CODE | | 10B. DATED (SEE ITEM 13) | | | | | |
| | FACILITY CODE | | 08/09/1994 | | | | | |
| The above numbered solicitation is amended as set for | | | IDMENTS OF SOLICITATIONS | | | | | |
| CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A. | r already submitted, such is received prior to the opeuired) DDIFICATION OF CONTRUCTOR CONTRUCTOR CONTRUCTOR IS MODIFIED IN ITEM 14, PURSUANT | change may be may ening hour and date RACTS/ORDERS. IT authority) THE CHATTO REFLECT THE TO THE AUTHOR | de by telegram or letter, provided each telegram specified. MODIFIES THE CONTRACT/ORDER NO. AS DESCRIPTION OF THE MODIFIES THE CONTRACT/ORDER NO. AS DESCRIPTION OF THE MODIFIES OF THE MODIF | ESCRIBED IN ITEM 14. | | | | |
| X FAR 52.243-1 Changes | , Article B-4 | H, Econor | mic Price Adjustment | | | | | |
| D. OTHER (Specify type of modification | | | | | | | | |
| E. IMPORTANT: Contractor Sis not. | is required to sign this | s document and retu | rn copies to the issuir | r office | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (The purpose of this modifical 12/01/08 through 11/30/09. Replacement pages 12.2, 12.3, Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print) | tion is to es | tablish thand 13.4 a | ng solicitation/contract subject matter where feas ne revised pricing for the | ble.) e period ull force and effect. | | | | |
| | | | everly C. Davis | | | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DAT | | SUMLY CAN | 16C. DATE SIGNED | 8 | | | |
| (Signature of person authorized to sign) | | | (Signature of Contracting Officer) | | | | | |

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

TABLE B-4.C - Product Prices for SSC

(All prices are per pound F.O.B. destination and apply to the cumulative quantities of delivered product)

| | | December 1 | 1, 1997 ti | nrough Novem | ber 30, | 2010 | | |
|----------------------|-------------------------|--------------|---------------------|------------------|----------|---------------|----------|----------------|
| Values below represe | ent the EF | A Formula co | ntained ir | n Article B-4.H(| 2), Econ | omic Price Ad | djustmen | t |
| Contract | Т | ier 1(\$) | Т | ier 2 (\$) | T | ier 3 (\$) | - | Γier 4 (\$) |
| <u>Year</u> | Year First 400,000 lbs. | | Next 3,600,000 lbs. | | | .000,000 lbs. | | 6,000,000 lbs. |
| Baseline Values* | \$ | 5.5463 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/97-11/30/98 | \$ | 5.5129 | \$ | 0.4735 | \$ | 0.5479 | \$ | 1.5990 |
| 12/01/98-11/30/99 | \$ | 5.3436 | \$ | 0.4489 | \$ | 0.5208 | \$ | 1.5035 |
| 12/01/99-11/30/00 | \$ | 5.3369 | \$ | 0.4480 | \$ | 0.5198 | \$ | 1.4997 |

| December 1, 2000 through November 30, 2010 | | | | | | | | |
|---|----|---------|----|---------|----|---------|----|---------|
| Values below represent the EPA Formula contained in Article B-4.H(3), Economic Price Adjustment | | | | | | | | |
| Provision | | | | | • | | • | |
| Contract Tier 1(\$) Tier 2 (\$) Tier 3 (\$) Tier 4 (\$)*** | | | | | | | | |
| Year First 1,500,000 lbs. Next 2,500,000 lbs. Next 2,000,000 lbs. Over 6,000,000 lbs. | | | | | | | | |
| Baseline Values** | \$ | 1.7306 | \$ | 0.4783 | \$ | 0.5532 | \$ | 1.6178 |
| 12/01/00-11/30/01 | \$ | 2.2203 | \$ | 0.6300 | \$ | 0.7204 | \$ | 2.2081 |
| 12/01/01-11/30/02 | \$ | 2.6778 | \$ | 0.7717 | \$ | 0.8766 | \$ | 2.7596 |
| 12/01/02-11/30/03 | \$ | 2.1703 | \$ | 0.6145 | \$ | 0.7033 | \$ | 2.1479 |
| 12/01/03-11/30/04 | \$ | 2.7674 | \$ | 0.7995 | \$ | 0.9072 | \$ | 2.8676 |
| 12/01/04-11/30/05 | \$ | 2.8924 | \$ | 0.8382 | \$ | 0.9499 | \$ | 3.0183 |
| 12/01/05-11/30/06 | \$ | 3.3467 | \$ | 0.9790 | \$ | 1.1050 | \$ | 3.5659 |
| 12/01/06-11/30/07 | \$ | 3.8425 | \$ | 1.1326 | \$ | 1.2743 | \$ | 4.1636 |
| 12/01/07-11/30/08 | \$ | 3.3920 | \$ | 0.9930 | \$ | 1.1200 | \$ | 3.6210 |
| 12/01/08-11/30/09 | \$ | 4.0949 | \$ | 1.2108 | \$ | 1.3605 | \$ | 4.4678 |
| 12/01/09-11/30/10 | | TBD**** | | TBD**** | | TBD**** | | TBD**** |

^{*} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(2), <u>Economic Price Adjustment Provision</u>.

^{**} The values reflected here are stated to serve as the "baseline prices" upon which the actual prices for succeeding years were computed pursuant to Article B-4.H(3), <u>Economic Price Adjustment Provision</u>.

^{***} Prices for quantities over 6,000,000 lbs. shall be as agreed by the parties not-to-exceed the amounts specified.

^{****}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

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TABLE B-4.D Product Prices and Transportation Charges for Unforcasted Destinations

(All product prices are per pound and apply to cumulative quantities of delivered product)

| Contract | | |
|-------------------|---------------------|--------------------------------------|
| <u>Year</u> | Product Prices (\$) | Transportation Charges Per Mile (\$) |
| | • | |
| 12/01/95-11/30/96 | 0.8379 | 2.4171 |
| 12/01/96-11/30/97 | 0.8317 | 2.3994 |
| 12/01/97-11/30/98 | 0.8313 | 2.3981 |
| 12/01/98-11/30/99 | 0.7980 | 2.3020 |
| 12/01/99-11/30/00 | 0.7967 | 2.2983 |
| 12/01/00-11/30/01 | 1.0439 | 3.0113 |
| 12/01/01-11/30/02 | 1.2360 | 3.5655 |
| 12/01/02-11/30/03 | 1.0229 | 2.9506 |
| 12/01/03-11/30/04 | 1.2740 | 3.6751 |
| 12/01/04-11/30/05 | 1.3266 | 3.8268 |
| 12/01/05-11/30/06 | 1.5177 | 4.378 |
| 12/01/06-11/30/07 | 1.7262 | 4.9796 |
| 12/01/07-11/30/08 | 1.5369 | 4.4336 |
| 12/01/08-11/30/09 | 1.8323 | 5.2858 |
| 12/01/09-11/30/10 | TBD* | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

E. Purging and Cool-Down Charges of Government Conveyances

The Contractor will provide hydrogen purge and cool-down service at the Contractor's facility each time it is determined that any Government-owned/Government-controlled conveyance must be purged to meet standards of safety and to maintain purity of the product. The price per tanker for each such occurrence shall be as follows:

| Contract Year | Price |
|-------------------|------------|
| 12/01/95-11/30/96 | \$1,230.65 |
| 12/01/96-11/30/97 | 1,221.61 |
| 12/01/97-11/30/98 | 1,220.99 |
| 12/01/98-11/30/99 | 1,172.07 |
| 12/01/99-11/30/00 | 1,170.14 |
| 12/01/00-11/30-01 | 1,533.19 |
| 12/01/01-11/30/02 | 1,815.34 |
| 12/01/02-11/30-03 | 1,502.29 |
| 12/01/03-11/30-04 | 1,871.13 |
| 12/01/04-11/30/05 | 1,948.38 |
| 12/01/05-11/30/06 | 2,229.03 |
| 12/01/06-11/30-07 | 2,535.31 |
| 12/01/07-11/30/08 | 2257.36 |
| 12/01/08-11/30/09 | 2,691.21 |
| 12/01/09-11/30/10 | TBD* |

^{*}To be determined pursuant to Article B-4.H, Economic Price Adjustment Provision.

F. <u>Demurrage Charges</u>

The Government shall pay the Contractor a demurrage charge for all delays of Contractor's tractors and drivers in excess of three hours after arrival at place of delivery, if such delay is without the fault or negligence of the Contractor and is not caused by the failure of the Contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin three hours after the arrival time of the last tanker in the group and end at the release of the last tanker in the group. Demurrage charge per tanker per 15 minute period shall be as follows:

| Period | Charge |
|----------------------|---------------|
| 12/01/95 to 11/30/98 | \$23.55 |
| 12/01/98 to 11/30/01 | 26.35 |
| 12/01/01 to 11/30/04 | 29.49 |
| 12/01/04 to 11/30/07 | 33.03 |
| 12/01/07 to 11/30/10 | 37.01 |

TABLE B-4.I.1 - Values for Determining Reimbursements

A. The following table represents the reimbursement rates for the period 12/01/97 through 11/30/00 using the EPA formula contained in Article B-4.I.3(b):

| | Tier 1(\$)/Pound | Tier 2(\$)/Pound | Tier 3 (\$)/Pound |
|-------------------|--------------------|---------------------|---------------------|
| Contract Year | First 400,000 lbs. | Next 3,600,000 lbs. | Next 2,000,000 lbs. |
| Baseline Values* | 5.5463 | 0.4783 | 0.8342 |
| 12/01/97-11/30/98 | 5.4849 | 0.4730 | 0.8250 |
| 12/01/98-11/30/99 | 5.1740 | 0.4462 | 0.7782 |
| 12/01/99-11/30/00 | 5.1618 | 0.4451 | 0.7764 |

B. The following table represents the reimbursement rates for the period 12/01/00 through 11/30/10 using the EPA formula contained in Article B-4.I.3(c):

| Contract Year | Tier 1(\$)/Pound First 1,500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|-------------------|--|---|--|
| Baseline Values* | 1.8125 | 0.4887 | 0.8342 |
| 12/01/00-11/30/01 | 2.3000 | 0.6202 | 1.0586 |
| 12/01/01-11/30/02 | 2.8021 | 0.7555 | 1.2897 |
| 12/01/02-11/30/03 | 2.2874 | 0.6167 | 1.0528 |
| 12/01/03-11/30/04 | 2.8964 | 0.7809 | 1.3331 |
| 12/01/04-11/30/05 | 3.0541 | 0.8235 | 1.4056 |
| 12/01/05-11/30/06 | 3.4800 | 0.9383 | 1.6017 |
| 12/01/06-11/30/07 | 3.8498 | 1.0380 | 1.7718 |
| 12/01/07-11/30/08 | 3.5942 | .9691 | 1.6542 |
| 12/01/08-11/30/09 | 3.5942 | .9691 | 1.6542 |
| 12/01/09-11/30/10 | TBD** | TBD** | TBD** |

^{*} The values reflected here are stated to serve as the "baseline values" upon which the revised annual values will be computed pursuant to Article B-4.I.3(c).

TABLE B-4.I.2. - Reimbursement Rate

A. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(A), Values for Determining Reimbursements for the period 12/01/97 through 11/30/00.

| Contract Year | Tier 1(\$)/Pound First 400,000 lbs. | Tier 2(\$)/Pound Next 3,600,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|---------------------|--|---|--|
| | | | 11ext 2,000,000 108. |
| 12/01/97 - 11/30/98 | (0.0279) | (0.0004) | 0.2771 |
| 12/01/98 - 11/30/99 | (0.1695) | (0.0027) | 0.2574 |
| 12/01/99 – 11/30/00 | (0.1751) | (0.0028) | 0.2566 |

^{**} To be determined pursuant to Article B-4.I.3.(c).

B. The values in this table reflect the difference between Table B-4.C, Product Prices and Table B-4.I.1(B), Values for Determining Reimbursements beginning 12/01/00.

| Contract Year | Tier 1(\$)/Pound <u>First 1,</u> 500,000 lbs. | Tier 2(\$)/Pound Next 2,500,000 lbs. | Tier 3 (\$)/Pound Next 2,000,000 lbs. |
|----------------------------------|--|---|--|
| $12\overline{/01/00 - 11/30/01}$ | 0.0797 | (0.0098) | 0.3382 |
| 12/01/01 - 11/30/02 | 0.1243 | (0.0162) | 0.4131 |
| 12/01/02 - 11/30/03 | 0.1171 | 0.0022 | 0.3495 |
| 12/01/03 - 11/30/04 | 0.1290 | (0.0186) | 0.4259 |
| 12/01/04 - 11/30/05 | 0.1617 | (0.0147) | 0.4557 |
| 12/01/05 – 11/30/06 | (0.2926) | (0.1555) | 0.3006 |
| 12/01/06 – 11/30/07 | 0.0073 | (0.0946) | 0.4975 |
| 12/01/07 – 11/30/08 | 0.2016 | (0.0241) | 0.5335 |
| 12/01/08 - 11/30/09 | (.5007) | (.2417) | .2937 |

C. Effective 12/01/00, the reimbursement value will be capped to the following maximum amount of Praxair's obligation to NASA under the dual source arrangement as follows:

| Contract Year | Reimbursement Cap |
|---------------------|-------------------|
| 12/01/00 – 11/30/01 | \$230,440.00 |
| 12/01/01 – 11/30/02 | \$237,353.20 |
| 12/01/02 – 11/30/03 | \$244,236.44 |
| 12/01/03 - 11/30/04 | \$250,830.83 |
| 12/01/04 - 11/30/05 | \$257,352.43 |
| 12/01/05 - 11/30/06 | \$264,558.30 |
| 12/01/06 - 11/30/07 | \$271,965.93 |
| 12/01/07 – 11/30/08 | \$279,580.97 |
| 12/01/08 – 11/30/09 | \$287,409.24 |
| 12/01/09 – 11/30/10 | \$295,456.70 |

D. Application of the Reimbursement Cap will be applied after determining the value for reimbursements under the dual source quantities delivered for the period. If the reimbursement value is greater than the reimbursement cap, then the contractor's liability is at the reimbursement cap for the respective contract year. If the reimbursement value is less than the reimbursement cap for the respective contract year, then the contractor's liability is at the lesser value. The contractor may request that any previous unused reimbursement credit accumulated be applied to the reimbursement value.

| AMENDME | ENT OF SOLICITATION/MODIFIC | ATION CONTRACT | | 1. CONTRACT ID CODE | PAGE O | F PAGES |
|-----------------|---|--|-------|---|------------------------------|---------------------------------------|
| 2. AMENDME | ENT/MODIFICATION NO. | 3. EFFECTIVE DATE | T4 | DESCRIPTION OF DEC. 10 | 1 | 1 |
| 81 | | 1 | 4. | REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO | D. (If applicable) |
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| 8. NAME AND | ADDRESS OF CONTRACTOR (No., street, | county, State and ZIP Code) | (x) | 9A. AMENDMENT OF SOLICITATION NO. | | |
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| reference to | the solicitation and this amendment, and is iNG AND APPROPRIATION DATA (If requ | already submitted, such change may b received prior to the opening bour and | e mai | SPECIFIED MAY RESULT IN REJECTION OF YOU de by telegram or letter, provided each telegram or i specified. | JK UFFER. If by letter makes | |
| | 13. THIS ITEM ONLY APPLIES TO MO | DIFICATION OF CONTRACTS/ORDER | S. IT | MODIFIES THE CONTRACT/ORDER NO. AS DES | COIDED IN ITEM | |
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| | THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH I | ORDER IS MODIFIED TO REFLECT NITEM 14, PURSUANT TO THE AUT | THE | ADMINISTRATIVE CHANGES (such as changes in TY OF FAR 43.103(b). | paying office, | |
| | C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT TO A | UTHO | DRITY OF: | | |
| | D. OTHER (Specify type of modification as | nd authority) | | | | |
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| E. IMPORTANT | | · · · · · · · · · · · · · · · · · · · | | | | |
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| xcept as provid | ded herein, all terms and conditions of the c | ocument referenced in Item 9A or 10A | as h | eretofore changed, remains unchanged and in full for | | |
| 5A. NAME AND | TITLE OF SIGNER (Type or print) | 100 | 16A | NAME AND TITLE OF CONTRACTING OFFICE | R /Type or print | |
| Minles | el E. Kerr Sale | s Director | l | | . , , , per or princy | |
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| lo ₁ | ignature of person authorized to sign) | | H Î | (Signature of Contracting Officer) | _ | 11-1-1 |

NSN 7540-01-152-8070 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53,243

SECTION F DELIVERIES OR PERFORMANCE

ARTICLE F-1 DELIVERY POINTS

Delivery instructions and locations will be set forth in individual delivery orders. The anticipated delivery points and normal receiving hours for tankers are as follows:

Specified Destinations
Stennis Space Center (SSC)³
Bay St. Louis, MS

Normal Receiving Hours (Local Time)^{1,2} 7 a.m. – 10:00 p.m.

NOTE 1: In scheduling round-trip time, Contractor should allow approximately one hour for check-in procedures at delivery points.

NOTE 2: As authorized and scheduled by the Contracting Officer, or his designated representative, the Government will accept product on a 24-hour per day basis.

NOTE 3: To facilitate initial deliveries to SSC via tanker by the other dual source, the Contractor will provide six interface adapters to the dual source for use in unloading LH₂ transfer facility.

POINTS OF CONTACT:

| Requirements Point of Contact (RPC) | Contracting Point of Contact (CPC) | Finance Point of Contact (FPC) |
|-------------------------------------|------------------------------------|--------------------------------|
| Gloria Jordan | Beth Bradley | Michele Logan |
| Jacobs Sverdrup Engineering | NASA/BA31 | NASA/BA22 |
| Building 8301 | Building 1100 | Building 1100 |
| SSC, MS 39529 | SSC, MS 39529 | SSC, MS 39529 |
| (228) 688-2250 | (228) 688-3764 | (228) 688-2606 |
| Miquel Maes | Jesse Brennan | TBD |
| WSTF-RF | WSTF/RE | WSTF- |
| Building WS-201 | Building WS-100 | Building |
| WSTF, NN 88004 | WSTF, NM 88004 | WSTF, NM 88004 |
| (575) 524-5677 | (575)524-5727 | (575) 524- |

ARTICLE F-2 ORDERING PROCEDURES

- A. To the maximum extent possible, the Contracting Officer or authorized Contracting Point of Contact (CPC) will issue written delivery orders (DOs) prior to the first day of the month, quarter, or other mutually acceptable period of time to cover the delivery point's projected requirement not-to-exceed one year. The DOs will be issued in writing on a Standard Form 1449, Optional Form 347, or equivalent, and will include:
 - Estimated quantity of product to be delivered during the effective period of the order. The Contractor shall not deliver more than this quantity without the prior approval of the Contracting Officer or the respective CPC.
 - 2. Contract Number and Delivery Order Number.
 - 3. Period in which deliveries shall be made pursuant to such orders.
 - 4. Receiving destination(s).

- 5. Necessary shipping instructions, including "Mark For" data.
- 6. The Delivery Order value and the total funds available (Articles G-2 and G-3).
- B. Amendments to delivery orders will be issued in writing on a Standard Form 30, Optional Form 347, or equivalent, in the same manner as original orders with an alpha suffix added. In emergencies or special situations, the Contracting Officer or CPC may issue orders orally or by facsimile. The Contracting Officer or CPC will promptly execute a written DO or amendment to confirm all oral or facsimile orders.
- C. The CPC will send two (2) copies of all Delivery Orders and amendments to:

NASA/KSC

Mail Code: TA-D2-B

Kennedy Space Center, FL 32899

- D. A Request for Shipment (RFS) for Liquid Hydrogen supplies against the written DOs will be issued by the Requirements Point of Contact (RPC) at the delivery point(s) specified in Article F-1. All such RFSs from the RPCs are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control. When the RPC makes a RFS against a DO issued as specified in A., above, the Contractor agrees to initiate the shipment of product as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. Normal receiving hours for the delivery point(s) are specified in Article F-1. However, when required by any order placed under this contract, the Contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
- E. A Request for Shipment against the written DOs will be placed by the RPC no later than Thursday of each week preceding the week the delivery is to be made. Verbal RFSs will be confirmed in writing as promptly as possible. Under unusual circumstances, all orders shall be accepted with a minimum of 48 hours notice.
- F. The Contractor shall bill the receiving destination as specified on the DO. The Finance Point of Contact (FPC) will coordinate all funding and payment issues and provide two (2) copies of certified invoices to the address in section C above.
- G. In the event of a conflict, the Contractor shall try to resolve all issues with the receiving destination's CPC first. If the parties are unable to reach a mutually acceptable solution, the Contracting Officer will evaluate the issues presented by the parties and render a final decision.
- H. The NASA Liquid Hydrogen Manager at Kennedy Space Center retains all Management responsibilities for this contract and will establish priority scheduling if conflicts occur.
- ١. Any unauthorized over-shipment of the total quantity on order will be solely at the Contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

ARTICLE F-3 PLANT SOURCE

The LH2 to be delivered under this contract will normally be shipped from the Contractor's production plant located at the following addresses:

> Praxair, Inc. Industrial Road

Praxair, Inc.

McIntosh, AL 36553

5735 E. Airport Drive Ontario, CA 91761

or